

**EIGHTH AMENDMENT  
TO  
MASTER SUBSCRIPTION AGREEMENT**

**THIS EIGHTH AMENDMENT TO MASTER SUBSCRIPTION AGREEMENT** (the “Eighth Amendment”) is made and entered into as of \_\_\_\_\_, 2024, by and between the CITY OF ORANGE, a municipal corporation (“City”), and GRANICUS, LLC, a Minnesota limited liability company (“Granicus”), with reference to the following:

A. Customer and Granicus entered into a Master Subscription Agreement (Agreement No. 6858) dated October 8, 2019, which is incorporated herein by this reference (the "Original Agreement"); and

B. Customer and Granicus amended the Agreement to revise the Scope of Services and increase the compensation by a First Amendment to Master Subscription Agreement (Agreement No. 6858.1) dated July 13, 2020, which is incorporated herein by this reference (the "First Amendment"); and

C. Customer and Granicus amended the Agreement to revise the Scope of Work, increase the compensation and revise the term by a Second Amendment to Master Subscription Agreement (Agreement No. 6858.2) dated September 23, 2020, which is incorporated herein by this reference (the "Second Amendment"); and

D. Customer and Granicus amended the Agreement to revise the Statement of Work and increase the compensation by a Third Amendment to Master Subscription Agreement (Agreement No. 6858.3) dated April 13, 2021, which is incorporated herein by this reference (the “Third Amendment”); and

E. Customer and Granicus amended the Agreement to revise the Statement of Work and increase the compensation by a Fourth Amendment to Master Subscription Agreement (Agreement No. 6858.4) dated May 24, 2021, which is incorporated herein by this reference (the “Fourth Amendment”); and

F. Customer and Granicus amended the Agreement to revise the Statement of Work and revise the compensation by a Fifth Amendment to Master Subscription Agreement (Agreement No. 6858.5) dated September 21, 2021, which is incorporated herein by this reference (the “Fifth Amendment”); and

G. Customer and Granicus amended the Agreement to revise the Statement of Work and revise the compensation by a Sixth Amendment to Master Subscription Agreement (Agreement No. 6858.6) dated November 15, 2022, which is incorporated herein by this reference (the “Sixth Amendment”); and

H. Customer and Granicus amended the Agreement to revise the Statement of Work and revise the compensation by a Seventh Amendment to Master Subscription Agreement (Agreement No. 6858.7) dated February 13, 2024, which is incorporated herein by this reference (the "Seventh Amendment"); and

I. Customer and Granicus desire to further amend the Agreement to modify, amend and supplement certain portions of the Original Agreement to revise the scope of services and increase the compensation.

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** Customer and Granicus agree that all references in this Eighth Amendment are deemed and construed to refer to the Original Agreement, as amended and as implemented by this Eighth Amendment.

Section 3 **Revised Scope of Services.** The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4 **Compensation.** The Compensation payable to Granicus is hereby increased by EIGHT THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS and 29/100 (\$8,226.29), as detailed in Exhibit A to this Eighth Amendment.

Section 5. **Integration.** This Eighth Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Eighth Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Eighth Amendment shall control and govern the rights and obligations of the parties.

*[Remainder of page intentionally left blank; signatures on next page]*

IN WITNESS of this Eighth Amendment, the parties enter into this Eighth Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

GRANICUS, LLC a Minnesota limited liability company

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Mike Vigliotta, City Attorney

**\*NOTE:** *If CONTRACTOR is a corporation, the City requires the following signature(s):*  
-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*  
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

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**EXHIBIT "A"**

**SUPPLEMENTAL SCOPE OF SERVICES**

[Behind this page.]

## Granicus Budgetary Proposal for Orange, CA

### ORDER DETAILS

**Prepared By:** Korgbae Freeman  
**Phone:**  
**Email:** korgbae.freeman@granicus.com  
**Order #:** Q-381468  
**Prepared On:** 30 Sep 2024  
**Expires On:** 07 Nov 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:** 07 Nov 2024  
**Period of Performance:** 08 Nov 2024 - 07 Nov 2025

## PRICING SUMMARY

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

<b>Renewing Subscription Fees</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>Annual Fee</b>
eComment	Annual	1 Each	\$3,145.91
Boards and Commissions	Annual	1 Each	\$11,025.39
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Legistar	Annual	1 Each	\$16,956.46
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$16,207.32
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,385.06
Government Transparency Suite	Annual	1 Each	\$15,102.17
Customizations (Recurring) - govAccess	Annual	1 Each	\$868.25
VoteCast Standard Package (iLegislate)	Annual	1 Each	\$6,291.82
Meeting Efficiency Suite	Annual	1 Each	\$11,561.22
govAccess Enterprise Search (Tier 2)	Annual	1 Each	\$5,787.04
Send Agenda (Legistar)	Annual	1 Each	\$0.00
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual	1 Each	\$3,087.11
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,752.67
govDelivery for Integrations	Annual	1 Each	\$0.00
Mobile Permitting & Registration	Annual	1 Each	\$5,724.48
Tax Collection	Annual	1 Each	\$0.00
Rental Activity Monitoring	Annual	278 Rental Units	\$6,040.94
Address Identification	Annual	408 Rental Listings	\$11,917.68
24/7 Hotline	Annual	278 Rental Units	\$3,630.68
Compliance Monitoring	Annual	278 Rental Units	\$4,297.88
govDelivery for Integrations	Annual	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$125,782.08</b>

## 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-381468 dated 30 Sep 2024 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 Orange, 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 08 Nov 2019 are incorporated herein by reference.