

**SEVENTH AMENDMENT  
TO  
MASTER SUBSCRIPTION AGREEMENT**

**THIS SEVENTH AMENDMENT TO MASTER SUBSCRIPTION AGREEMENT** (the “Seventh 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 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 Seventh Amendment are deemed and construed to refer to the Original Agreement, as amended and as implemented by this Seventh 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 SEVEN THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS and 21/100 (\$7,694.21), as detailed in Exhibit A to this Seventh Amendment.

Section 5.     **Integration.** This Seventh 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 Seventh Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Seventh 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 Seventh Amendment, the parties enter into this Seventh 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:

\_\_\_\_\_  
Nathalie Adourian  
Senior Assistant 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.]



# Invoice

<b>Date</b>	12/12/2023	<b>Invoice #</b>	176544
<b>Terms</b>	Net 30	<b>Due Date</b>	01/11/2024
<b>P.O. Number:</b>			

Please remit via ACH to:  
 Routing #: 022000020  
 Acct #: 269099115

Please Send Checks to:  
 Granicus  
 Dept CH – Box 19634  
 Palatine, IL 60055 - 9634

<b>Bill To</b>	<b>Sold To</b>
Orange, CA 300 E. Chapman Ave. Orange CA 92866 United States	Orange, CA 300 E. Chapman Ave. Orange CA 92866 United States

Description	Term Start Date	Term End Date	Tax Rate	Tax Amount	Amount
eComment	11/08/2023	11/07/2024	0.000%	\$0.00	\$2,940.10
Boards and Commissions	11/08/2023	11/07/2024	0.000%	\$0.00	\$10,304.10
Open Platform Suite	11/08/2023	11/07/2024	0.000%	\$0.00	\$0.00
Open Platform Suite	11/08/2023	11/07/2024	0.000%	\$0.00	\$0.00
Legistar	11/08/2023	11/07/2024	0.000%	\$0.00	\$15,847.16
govAccess - Maintenance, Hosting, & Licensing Fee - Core	11/08/2023	11/07/2024	0.000%	\$0.00	\$15,147.03
Granicus Encoding Appliance Software (GT)	11/08/2023	11/07/2024	0.000%	\$0.00	\$1,294.45
Government Transparency Suite	11/08/2023	11/07/2024	0.000%	\$0.00	\$14,114.18
Customizations (Recurring)	11/08/2023	11/07/2024	0.000%	\$0.00	\$811.45
VoteCast Standard Package (ME)	11/08/2023	11/07/2024	0.000%	\$0.00	\$5,880.21
Meeting Efficiency Suite	11/08/2023	11/07/2024	0.000%	\$0.00	\$10,804.88
govAccess Enterprise Search (Tier 2)	11/08/2023	11/07/2024	0.000%	\$0.00	\$5,408.45
Send Agenda (Legistar)	11/08/2023	11/07/2024	0.000%	\$0.00	\$0.00
govDelivery for Integrations	11/08/2023	11/07/2024	0.000%	\$0.00	\$0.00
govAccess - Maint/Hosting/License Fee - Independent Sub	11/08/2023	11/07/2024	0.000%	\$0.00	\$2,885.15
Upgrade to SDI 720p Streaming	11/08/2023	11/07/2024	0.000%	\$0.00	\$2,572.59
govDelivery for Integrations	11/08/2023	11/07/2024	0.000%	\$0.00	\$0.00
Mobile Permitting & Registration	11/08/2023	11/07/2024	0.000%	\$0.00	\$5,349.98
Tax Collection	11/08/2023	11/07/2024	0.000%	\$0.00	\$0.00
Rental Activity Monitoring	11/08/2023	11/07/2024	0.000%	\$0.00	\$5,646.18

For any questions about your invoice, please contact us at AR@granicus.com or 1-800-314-0147

Thank you for your business



# Invoice

<b>Date</b>	12/12/2023	<b>Invoice #</b>	176544
<b>Terms</b>	Net 30	<b>Due Date</b>	01/11/2024
<b>P.O. Number:</b>			

Description	Term Start Date	Term End Date	Tax Rate	Tax Amount	Amount
Address Identification	11/08/2023	11/07/2024	0.000%	\$0.00	\$11,138.40
24/7 Hotline	11/08/2023	11/07/2024	0.000%	\$0.00	\$3,394.38
Compliance Monitoring	11/08/2023	11/07/2024	0.000%	\$0.00	\$4,017.10

<b>Subtotal</b>	\$117,555.79
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$117,555.79
<b>Amount Due</b>	\$117,555.79

For any questions about your invoice, please contact us at [AR@granicus.com](mailto:AR@granicus.com) or 1-800-314-0147

Thank you for your business