

**THIRD AMENDMENT  
TO  
MASTER SUBSCRIPTION AGREEMENT**

**THIS THIRD AMENDMENT TO MASTER SUBSCRIPTION AGREEMENT** (the “Third Amendment”) is made and entered into as of \_\_\_\_\_, 2021, by and between the CITY OF ORANGE, a municipal corporation (“Customer”), 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 Original 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 First Amendment to add a Scope of Work, revise the Term and increase the compensation 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 desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to revise the Statement of Work to include host compliance services.

**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 Third Amendment are deemed and construed to refer to the Original Agreement, as amended and as implemented by this Third Amendment.

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

Section 4.     **Revised Compensation.** The Compensation payable to Granicus is hereby increased by FIFTEEN THOUSAND EIGHT HUNDRED FORTY-FIVE DOLLARS and 42/100 (\$15,845.42), as detailed in Exhibit A to this Third Amendment.

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

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

“GRANICUS”

“CUSTOMER”

GRANICUS, LLC, a Minnesota Limited  
Liability Company

CITY OF ORANGE, a municipal corporation

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

By: \_\_\_\_\_  
Rick Otto, City Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant City Attorney

**\*NOTE:**     *If GRANICUS is a corporation, the Customer 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 Customer.*

**EXHIBIT “A”**

**SUPPLEMENTAL STATEMENT OF WORK**

[Behind this page.]

## EXHIBIT A

## Granicus Proposal for Orange, CA

**Granicus Contact****Name:** Kyle Salonga**Phone:** 415.874.1783**Email:** kyle.salonga@granicus.com**Proposal Details****Quote Number:** Q-123769**Prepared On:** 11/24/2020**Valid Through:** 2/1/2021**Pricing****Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)**Currency:** USD**One-Time Fees**

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

**Annual Fees for New Subscriptions**

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	453 Rental Listings	\$11,552.01
Compliance Monitoring	Annual	318 Rental Units	\$4,293.41
SUBTOTAL:			\$15,845.42

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

Product Descriptions	
Name	Description
<b>Address Identification</b>	Service to systematically identify the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. Data provided in the form of a online software platform which makes it easy to access the complete property and owner address information and screenshots for all identifiable short-term rental units.
<b>Address Identification - Setup and Configuration</b>	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.
<b>Address Identification - Online Training</b>	Virtual training session with a Granicus professional services trainer.
<b>Compliance Monitoring</b>	Ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements. In practice this involves the matching and cross-referencing of Host Compliance's always up-to-date database of actively listed short-term rentals, with the jurisdiction's database of properly registered/licensed/permited short-term rentals.
<b>Compliance Monitoring - Setup and Configuration</b>	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
<b>Compliance Monitoring - Online Training</b>	Virtual training session with a Granicus professional services trainer.

### Terms and Conditions

- The terms and conditions set forth in the Agreement effective 11/8/2019 are incorporated herein by reference.
- Link to Terms: [https://granicus.com/pdfs/Master\\_Subscription\\_Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- 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.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-123769 dated 11/24/2020 are incorporated into this Purchase Order by reference.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which volume based pricing is used and the volume has changed from the prior term without regard to the prior term's per-unit pricing.

### Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

#### Billing Information

Name:

Phone:

Email:

Address:

#### Orange, CA

Signature:

Name:

Title:

Date: