

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated October 24, 2023 and is between Granicus, LLC dba Granicus, a Minnesota limited liability company ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On December 11, 2018, the County and the CSDC, Inc., a Delaware corporation, entered in County agreement No. 18-709 for maintenance and support services and upgrades for the County Building Permit System (AMANDA).

B. On October 25, 2022, the County and the Contractor agreed to the terms within the Assignment of Agreement, County agreement No. 22-476, to establish that the Contractor purchased the assets of CSDC, Inc., including existing service agreements, and assumed all obligations and privileges of Agreement No.18-709 ("Assignment").

C. Following the execution of agreement Nos. 18-709 and 22-476 (collectively, "the Agreement"), the County recognized an amplified need for service hours to maintain AMANDA and support upcoming County projects.

D. The County and the Contractor now desire to amend the Agreement to increase the maximum compensation to address the County's need for additional service hours to address ongoing professional maintenance and support services.

The parties therefore agree as follows:

1. Section 2 – OBLIGATIONS OF THE CONTRACTOR, Subsection D., Subdivision IV. CUSTOM PROGRAMMING of the Agreement, as previously assigned and amended, lines 1 through 5 on page 11, is deleted in its entirety and replaced with the following:

"Requests for supplemental programming or customization of system features not covered under this Agreement are available to the County. Such requests will be made to Contractor in writing by the County's Contract Administrator. These charges will fall under "Service Hours", which are priced as outlined in Exhibit B."

1 2. Section 6 - COMPENSATION/INVOICING of the Agreement, as previously assigned and
2 amended, line 28 on page 16 through line 18 on page 17, are deleted in their entirety and
3 replaced with the following:

4 “The County agrees to pay the Contractor, and the Contractor agrees to receive
5 compensation as outlined in Exhibit B. The Contractor shall submit monthly
6 invoices referencing contract number A-18-709, in electronic form, to the
7 appropriate department. For invoices relating to the Department of Public Health,
8 submit invoices to the County of Fresno, Department of Public Health at
9 EnvironmentalHealth@fresnocountyca.gov. For invoices relating to Public Works
10 and Planning, submit invoices to the County of Fresno, Public Works and
11 Planning, at pwpbusinessoffice@fresnocountyca.gov. In no event shall total
12 compensation paid for services in the first year of the Agreement exceed
13 \$1,250,000. In the second year of the Agreement, the maximum compensation
14 shall not exceed \$490,000. In the third year of the Agreement, the maximum
15 compensation shall not exceed \$282,000. In the fourth year of the Agreement,
16 the maximum compensation shall not exceed \$450,000. For the fifth year of the
17 Agreement, \$37,000 has been spent to date. In no event shall all services
18 performed under this Agreement exceed \$5,000,000 during the potential 10-year
19 term of this Agreement. It is understood that all expenses incidental to the
20 Contractor’s performance of services under this Agreement shall be borne by the
21 Contractor. The County will pay the Contractor within forty-five (45) days of
22 receipt of an approved invoice.”

23 3. Section 22 – ENTIRE AGREEMENT of the Agreement, as previously assigned and
24 amended, located at page 30 lines 7-12, is deleted and replaced with the following:

25 “This Agreement constitutes the entire Agreement between the Contractor and
26 the County with respect to the subject matter hereof and supersedes all previous
27 Agreement negotiations, proposals, commitments, writings, advertisements,
28 publications, and understandings of any nature whatsoever unless expressly

1 included in this Agreement. In the event of any inconsistency in interpreting the
2 documents which constitute this Agreement, the inconsistency shall be resolved
3 by giving precedence in the following order of priority: (1) the text of this
4 Amendment No. 1; (2) the text of the Assignment and Agreement; (3) the
5 Agreement, including Exhibits A through C; and (4) Exhibits A through C.”

6 4. Exhibit B – STATEMENT OF WORK, Table 4: Summary of Implementation Costs of the
7 Agreement, as previously assigned and amended, located on pages B36 through B37, is
8 deleted in its entirety, and replaced with revised Exhibit B Tables 4 and 4a., attached and
9 incorporated by this reference.

10 5. Exhibit B – STATEMENT OF WORK, Appendix C: Cost Summary of the Agreement, as
11 previously assigned and amended, located on page B46, is deleted in its entirety, and replaced
12 with the revised Exhibit B Appendix C, attached and incorporated by this reference.

13 6. When both parties have signed this Amendment No. 1, the Agreement, the Assignment
14 of Agreement, and this Amendment No. 1 together constitute the Agreement.

15 7. The Contractor represents and warrants to the County that:

16 a. The Contractor is duly authorized and empowered to sign and perform its obligations
17 under this Amendment No. 1.

18 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
19 authorized to do so and his or her signature on this Amendment No. 1 legally binds
20 the Contractor to the terms of this Amendment No. 1.

21 8. The parties agree that this Amendment No. 1 may be executed by electronic signature
22 as provided in this section.

23 a. An “electronic signature” means any symbol or process intended by an individual
24 signing this Amendment No. 1 to represent their signature, including but not limited
25 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
26 (3) an electronically scanned and transmitted (for example by PDF document)
27 version of an original handwritten signature.
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- b. Each electronic signature affixed or attached to this Amendment No. 1: (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No. 1 for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding; and (2) has the same force and effect as the valid original handwritten signature of that person.
- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1 with an original handwritten signature.

9. This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 1.

10. The Agreement, as previously assigned and amended, and as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement, as previously assigned and amended, and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 GRANICUS, LLC dba GRANICUS

COUNTY OF FRESNO

4
5 DocuSigned by:

Lindsay Martin

Sal Quintero

6 Lindsay Martin, Contracts Manager and Counsel
7 408 Saint Peter St, Suite 600
8 Saint Paul, MN 55102

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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11 By: *Hanan*
Deputy

12 For accounting use only:

13 Org No.: 43600200
14 Account No.: 7295
15 Fund No.: 0001
Subclass No.: 10000

16 Org No.: 45104514
17 Account No.: 7296
Fund No.: 0001
Subclass No.: 10000

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19 Org No.: 56204700
20 Account No.: 7296
Fund No.: 0001
Subclass No.: 10000

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Work Package	Cost
Public Works Services	\$ 210,000
Travel for Public Works Activities	\$ 6,000
*Public Works Initial Maintenance Service Hours (initial 1,000 hours at \$165/hr)	\$ 165,000
Public Health Services	\$ 605,000
Travel for Public Health Activities	\$ 40,000
*Public Health Initial Maintenance Service Hours (initial 1,000 hours at \$165/hr)	\$ 165,000
Totals	\$ 1,191,000

Exhibit B, Table 4: Summary of Implementation Costs**

*These hours are set aside to handle future possible service needs. They will only be billed as consumed and there are no minimum hours that must be used.

**This table is only included to reflect a correction to the original Exhibit B, Table 4 of A-18-709 from "1,000 hrs @ \$165/hr for the life of the agreement" to "initial 1,000 hours at \$165/hr." The implementation costs illustrated in this table have been expensed by the County and the vendor has been reimbursed.

Exhibit B, Table 4a: Summary of Additional Optional Maintenance Service Hour Costs

Post Implementation

Maintenance Service Year	Hourly Rate
Year 5	\$ 180.00
Year 6	\$ 185.40
Year 7	\$ 190.96
Year 8	\$ 196.69
Year 9	\$ 202.59
Year 10	\$ 208.67

All hours above will only be billed in accordance with a signed and approved project SOW at the rate established at that time. There are no minimum hours that must be purchased.

Exhibit B, Appendix C: Cost Summary

Total Software and Maintenance	Public Health	Public Works	Combined Sum
Year 1	\$ 1,206,830.40	\$ 315,580.19	\$ 1,522,410.59
Year 2	\$ 108,292.55	\$ 65,157.99	\$ 173,450.54
Year 3	\$ 111,541.33	\$ 67,112.73	\$ 178,654.06
Year 4	\$ 114,887.57	\$ 69,126.12	\$ 184,013.69
Year 5	\$ 118,334.20	\$ 71,199.90	\$ 189,534.10
Year 6	\$ 121,884.22	\$ 73,335.90	\$ 195,220.12
Year 7	\$ 125,540.75	\$ 75,535.97	\$ 201,076.72
Year 8	\$ 129,306.97	\$ 77,802.05	\$ 207,109.02
Year 9	\$ 133,186.18	\$ 80,136.11	\$ 213,322.29
Year 10	\$ 137,181.76	\$ 82,540.20	\$ 219,721.96
Subtotal	\$ 2,306,985.93	\$ 977,527.16	\$ 3,284,513.09
Allotment of funds for additional licenses and/or purchase of professional service hours			\$1,715,486.91
Total			\$ 5,000,000.00

Note: Software and Maintenance Costs include all Software and Maintenance costs set forth in

Tables 3.1 and 3.2 combined with Project Milestones from Tables 5.1 and 5.2.