

**AMENDMENT No. 9 TO A NON-STANDARD SERVICES AGREEMENT
COUNTY OF MONTEREY & GRANICUS INC.**

THIS AMENDMENT (Amendment No. 9) to non-standard SERVICES AGREEMENT A-12700 (Agreement) is made an entered into by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as “County” AND **Granicus, Inc**, hereinafter referred to as CONTRACTOR.

WHEREAS, on July 1, 2014, the County and CONTRACTOR entered into a contract to facilitate the streaming and distribution of live and archived digital media content and agenda management, software maintenance and support and software hosted licensing for the Legistar Enterprise and Granicus Open Platform;

WHEREAS, on September 17, 2014, the County and CONTRACTOR entered into Amendment No. 1 to the Agreement (Amendment No. 1) to add the Boards and Commissions Application online tool for the provision of the Boards and Commissions module and to increase the Agreement amount to compensate CONTRACTOR for that added service;

WHEREAS, on April 13, 2015, the County and CONTRACTOR entered into Amendment No. 2 to replace the Stream Replicator product with the Virtual Performance Accelerator product, including support and maintenance, and to increase the agreement amount by \$9,384.80 for a revised agreement total of \$359,303.80;

WHEREAS, on May 23, 2019, the County and CONTRACTOR entered into Amendment No. 3 to upgrade the existing Granicus Encoding Appliance Software and to extend the agreement term for three (3) years as previously authorized by the Board of Supervisors for a revised agreement total of \$566,001.39;

WHEREAS, on October 2, 2019, the County and CONTRACTOR entered into Amendment No. 4 to correct the Granicus Encoding Appliance Hardware type and cost noted in Exhibit A-3, “One-Time Fees”;

WHEREAS, the County and CONTRACTOR entered into Amendment No. 5, adding the Legistar Training Database to be used by the Clerk of the Board, for an additional \$4,989.61, Additionally, the County and CONTRACTOR corrected the pricing to remove Performance Accelerator Suite as it is no longer needed under this agreement due to the hardware change under amendment no. 4, for a revised agreement total of \$557,502.09, with no change to the agreement term ending June 30, 2022; and

WHEREAS, the County and CONTRACTOR entered into Amendment No. 6, adding the Legistar Granicus Standard Encoding Appliance, for an additional \$3,500 for a revised total not to exceed \$561,002.09, with no change to the agreement term ending June 30, 2022.

WHEREAS, the County and CONTRACTOR entered into Amendment No. 7, to upgrade the existing Granicus Encoding Appliance Software and renewing Legistar Service for an additional

three years, increasing the agreement amount by \$257,141 for a revised agreement total of \$818,143.09, with the agreement term ending June 30, 2023.

WHEREAS, the County and CONTRACTOR entered into Amendment No. 8, to add the Vote Cast subscription;

WHEREAS, now the County and CONTRACTOR wish to amend the agreement via Amendment No. 9, to extend the term date through June 30, 2028, add Exhibit A-9, and increase the agreement amount by \$334,470.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT with this Amendment No. 9 in the following manner:

All references to Exhibit A in the Agreement, Exhibit A-1, in Amendment No. 1, Exhibit A-2 in Amendment No. 2, and to Exhibit A-3 in Amendment No. 3, Exhibit A-4 in Amendment No. 4, Exhibit A-5 in Amendment No. 5, Exhibit A-6 in Amendment No. 6 shall be deleted in their entirety and shall be replaced with Exhibit A-7, in Amendment No. 8 no exhibits shall be replaced, in Amendment No. 9, Exhibit A-7 shall be replaced with Exhibit A-9.

If there is any conflict or inconsistency between the provisions of the AGREEMENT, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 or this Amendment No. 7, the provisions of this Amendment No. 7 shall govern. A copy of this Amendment No. 7 shall be attached to the original AGREEMENT, as it may have been previously amended. Except as provided herein and by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, and Amendment No. 8 all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this Amendment No. 9 and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 9 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR
DocuSigned by:

Chief Information Officer

By: Kelly Oliver
065201CE166478D

Signature of Chair, President, or Vice-President

Dated: _____

Kelly Oliver, VP Contracts

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 5/22/2025

Deputy Auditor/Controller

DocuSigned by:
By: Jessica Yang
6FF5249C1B604CA...

Dated:

(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer) *

Approved as to Liability Provisions:

Jessica Yang, Manager of Business Contracts
Printed Name and Title

Risk Management

Dated: 5/27/2025

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.