

Ninth**~~Fifth~~ Amendment to the Granicus Service Agreement between Granicus, LLC
and Union County NC**

Int_____

This ~~Fifth~~ Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Union County NC (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 02 Apr 2018 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-408312, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. Except as amended by this ~~Fifth~~ ^{*}Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this ~~Fifth~~ ^{*}Amendment and the documents comprising the Agreement, the provisions of this ~~Fifth~~ ^{*}Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this ~~Fifth~~ ^{*}Amendment to be executed by their duly authorized representatives.

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.

Union County NC**Signature:****Name:** Brian Matthews**Title:** County Manager**Date:****Granicus****Signature:****Name:****Title:****Date:**

**This Instrument Has Been Preaudited In The
Manner Required By The Local Government
Budget And Fiscal Control Act**

Deputy Finance OfficerApproved as to Legal Form: CJB

Exhibit A

ORDER DETAILS

Prepared By: Francisco Garcia
Phone: (719) 624-8158
Email: francisco.garcia@granicus.com
Order #: Q-408312
Prepared On: 22 Jan 2025
Expires On: 31 Mar 2025

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: 31 Mar 2025
Period of Performance: 01 Apr 2025 - 31 Mar 2026

PRICING SUMMARY

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

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
EHQ Basic	Annual	1 Each	\$8,824.00
SUBTOTAL:			\$8,824.00

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual	1 Each	\$18,280.97
Government Transparency Suite	Annual	1 Each	\$14,162.97
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,730.25
Meeting Efficiency Suite	Annual	1 Each	\$13,133.46
Legistar Add-On - Laserfiche Integration	Annual	1 Each	\$1,730.25
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Legistar)	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$49,037.90

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none">• Unlimited user accounts• Unlimited meeting bodies and meeting types• Unlimited data storage and retention• Up to one (1) Legistar database• Up to one (1) InSite web portal
Government Transparency Suite	<p>Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.</p>
Granicus Encoding Appliance Software (GT)	<p>Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.</p>

Solution	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Legistar Add-On - Laserfiche Integration	Legistar Add-On - Laserfiche Integration is for the Legistar\Laserfiche integration that allows for documents to be imported from Laserfiche to Legistar and for Legistar to export reports\attachments to Laserfiche
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Solution	Description
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
EHQ Basic	<p>Basic engagement package;</p> <ul style="list-style-type: none"> • Annual subscription • Ten digital engagement projects per year • One Site Administrator • Three Project Administrators • Access to all standard tools including embeddable Surveys/polls, Forums, Guestbook, Stories, Q&A, Ideas, Places and Newsfeed • Customizable registration form and Participant Relationship Manager (PRM) • Appearance editor for homepage management, branding and styling • Access to reporting and analysis tools including Survey Analysis, Text Analysis with sentiment, tool dashboards, customizable PDF survey reports and downloadable excel reports • Newsletters for project updates and project communication • 24/7 independent moderation

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the

right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**

- Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.