



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

Amendment  
Prepared for

**Marion County FL, Public Safety Communication**

## **Second Amendment to the Granicus Service Agreement between Granicus, LLC and Marion County FL**

This Second 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 Marion County FL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 6/4/2019 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-219813, 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). Granicus shall have and perform the duties, obligations, and responsibilities to Client as provided in Exhibit A to the Second Amendment.
2. Except as amended by this Second 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 Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second 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.

**Marion County FL**

Signature: 

Name: **CARL ZALAK III**

Title: **CHAIRMAN**

Date: **September 7, 2022**

**Granicus**

Signature: *Brendan Stierman*

Name: **Brendan Stierman**

Title: **Manager, Contracts**

Date: **Sept 1 2022**



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

**EXHIBIT A**

Order Form Prepared for  
Marion County FL

## Granicus Proposal for Marion County FL

### ORDER DETAILS

<b>Prepared By:</b>	Jim Latimer
<b>Phone:</b>	(512) 202-0703
<b>Email:</b>	jim.latimer@granicus.com
<b>Order #:</b>	Q-219813
<b>Prepared On:</b>	07/28/2022
<b>Expires On:</b>	09/18/2022

### ORDER TERMS

<b>Currency:</b>	USD
<b>Payment Terms:</b>	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) Payment for the initial 14-month term will be split into two, with an initial payment of \$24,500.00 due on 8/1/2022, and a second payment of \$11,550.00 due on 4/1/2023.
<b>Period of Performance:</b>	The Term of this Agreement will begin on 8/1/2022, will continue through 9/30/2023, and will continue for 48 months thereafter.

Order #: Q-219813  
Prepared: 07/28/2022

## PRICING SUMMARY

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

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
FOIA Platform Setup and Configuration	Up Front	1 Each	\$0.00
Legal Holds Setup and Configuration	Up Front	1 Each	\$0.00
Subpoena Module Onboarding	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$0.00</b>

Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
Attachment Search w/OCR	8/1/2022 to 9/30/2023	Annual	1 Each	\$2,000.00	\$2,333.33
FOIA Module Non Enterprise	8/1/2022 to 9/30/2023	Annual	1 Each	\$19,900.00	\$23,216.67
Invoicing Module	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
Legal Holds Module	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
Payments Module	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
PST Email Extractor	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
Redaction License (per named user)	8/1/2022 to 9/30/2023	Annual	5 Each	\$0.00	\$0.00
Subpoena Duces Tecum Module	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
ADFS/Single Sign-on Module	8/1/2022 to 9/30/2023	Annual	1 Each	\$1,500.00	\$1,750.00
<b>SUBTOTAL:</b>				<b>\$30,900.00</b>	<b>\$36,050.00</b>

## FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
Attachment Search w/OCR	\$2,100.01	\$2,205.01	\$2,315.26	\$2,431.02
FOIA Module Non Enterprise	\$20,895.00	\$21,939.75	\$23,036.74	\$24,188.58
Invoicing Module	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
Legal Holds Module	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
Payments Module	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
PST Email Extractor	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
Redaction License (per named user)	\$0.00	\$0.00	\$0.00	\$0.00
Subpoena Duces Tecum Module	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
ADFS/Single Sign-on Module	\$1,575.00	\$1,653.75	\$1,736.44	\$1,823.26
<b>SUBTOTAL:</b>	<b>\$32,445.01</b>	<b>\$34,067.26</b>	<b>\$35,770.64</b>	<b>\$37,559.16</b>

## PRODUCT DESCRIPTIONS

Solution	Description
Attachment Search w/OCR	Attachment Search w/OCR
FOIA Module Non Enterprise	FOIA Module Non Enterprise
FOIA Platform Setup and Configuration	FOIA Platform Onboarding
Invoicing Module	Invoicing Module
Legal Holds Module	Legal Holds Module
Legal Holds Setup and Configuration	Legal Holds Module Onboarding
Payments Module	Payments Module
PST Email Extractor	PST Email Extractor
Redaction License (per named user)	Redaction License (per named user)
Subpoena Duces Tecum Module	Subpoena Duces Tecum Module
Subpoena Module Onboarding	Subpoena Module Onboarding
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module

## TERMS & CONDITIONS

- 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 Marion County FL to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-219813 dated 07-28-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



## ADDITIONAL TERMS AND CONDITIONS

This Additional Terms and Conditions (this "ATC") in reference to COUNTY Project 22C-230 and the following, of which both Parties confirm receipt:

- (1) Granicus Proposal for Marion County FL, Public Safety Communication, Order #: Q-219813, consisting of five (5) pages,

forming the agreement between the Parties (collectively the "Agreement") between **Granicus, LLC**, with a principal address on record with the Florida Division of Corporations of 408 Saint Peter St., Suite 600, St. Paul, MN 55102, FEIN 41-1941088 ("CONTRACTOR") and **MARION COUNTY**, a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties.") Any and all references throughout the Agreement to "Marion County FL, Public Safety Communication" shall mean "COUNTY" as defined and addressed above. Any and all references to "Granicus" shall mean "CONTRACTOR" as defined and addressed above.

**BE IT KNOWN** that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the Agreement.

1. **Governmental Entity.** CONTRACTOR acknowledges that in light of COUNTY being a governmental entity, this ATC is needed and shall govern the Agreement.
2. **Material Term; Conflict.** This ATC is a material term of the Agreement and same is relied upon by COUNTY in entering into the Agreement. A breach of this ATC is a material breach of the Agreement. The Parties expressly agree that notwithstanding anything to the contrary set forth in the Agreement, in the event of a conflict or inconsistency between the terms of this ATC and those of the Agreement, the terms of this ATC shall govern.
3. **Prompt Payment Act.** CONTRACTOR acknowledges that notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligations and responsibilities for payment and non-payment under the Agreement, including, but not limited to, the accrual of interest thereon if any, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act (2022).
4. **Tax Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, CONTRACTOR acknowledges receipt of COUNTY's Consumer Certificate of Exemption from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.
5. **Public Records Laws; Confidential and Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, CONTRACTOR acknowledges COUNTY's duties under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), to provide public

access to COUNTY's records and to hold them open for personal inspection and copying by any person. CONTRACTOR acknowledges that the Parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, with regard to the Agreement and CONTRACTOR affirms that said laws supersede any contrary or inconsistent terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, the methods for such disclosure, and the remedies, if any regarding same, shall be determined solely according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as those laws may be amended from time to time.

6. **Public Records Obligations.** If, under the Agreement, CONTRACTOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes (2022), CONTRACTOR, shall:
  - A. Keep and maintain public records required by COUNTY to perform the service;
  - B. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
  - D. Upon completion of the Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
7. **Unilateral Termination.** If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes (2022) and may be subject to unilateral cancellation of the Agreement by COUNTY.
8. **Public Records Questions Contact.**



**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations, 601 SE 25th Ave., Ocala, FL 34471**

**Phone: 352-438-2300 Fax: 352-438-2309**

**Email: [PublicRelations@MarionFL.org](mailto:PublicRelations@MarionFL.org)**

9. **Annual Appropriations.** CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure. COUNTY's performance and obligation to pay CONTRACTOR under the Agreement are contingent upon annual appropriation being made for that purpose. If during the term of the Agreement, COUNTY does not make an annual appropriation necessary to continue its performance under the Agreement, COUNTY may terminate the Agreement upon the expiration of the funded fiscal year.
10. **E-Verify pursuant to § 448.095, Fla. Stat.** Section 448.095, Florida Statutes (2022), requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.
  - A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
  - B. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees as follows:
    1. It certifies and assures COUNTY that CONTRACTOR is currently in full compliance with Section 448.095, Florida Statutes (2022), it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
    2. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes (2022), that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
    3. When CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting

- Party”) an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
4. CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
  5. CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2022), as set forth above.
  6. If COUNTY has a good faith belief that CONTRACTOR’s Contracting Party has knowingly violated Section 448.095, Florida Statutes (2022), but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
  7. If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
  8. CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
  9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
  10. CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
  11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

**11. Scrutinized Companies pursuant to § 287.135, Fla. Stat.**

**A. Certification.**

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2022), or
  - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2022), or
  - b. Engaged in a boycott of Israel.

- B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more and CONTRACTOR meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2022), or
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.
  2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
    - c. Been engaged in business operations in Cuba or Syria.
  3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
    - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes;
    - c. Been engaged in business operations in Cuba or Syria; or
    - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
  4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
    - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
  2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this

Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

12. **Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List.** CONTRACTOR certifies and assures COUNTY that CONTRACTOR and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes (2022), the Convicted Vendor List pursuant to Section 287.133, Florida Statutes (2022), and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes (2022). CONTRACTOR acknowledges that absent certain conditions set forth in the respective statutes, those that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.
13. **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligation to indemnify CONTRACTOR, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2022). All liability of COUNTY shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.
14. **Intentionally Omitted.**
15. **Rights of Third Parties.** Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.
16. **Waiver.** Notwithstanding anything set forth to the contrary in the Agreement, no waiver of any default by either Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
17. **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable

for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, than such provision shall be deemed to be written, construed and enforced as so limited.

18. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.
19. **Applicable Law/Jurisdiction/Venue.** The Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. Notwithstanding anything to the contrary set forth in the Agreement, the venue for any legal proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida.
20. **Waiver of Jury Trial.** EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.
21. **Survival.** Sections 13-20 of this ATC shall survive the termination of the Agreement, or any duties or obligations thereunder, and shall be fully binding until any proceeding which may be brought under this Agreement is barred by the applicable statute of limitations. In addition, any other provisions, or parts thereof, of this ATC which, by their nature, should survive termination or cancellation shall survive.
22. **Authority to Execute Agreement.** The signature by any person to the Agreement and this ATC shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.

23. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.
24. **Entire Agreement.** The Agreement and this ATC collectively contain the entire agreement between the Parties related to the matters specified herein, and supersede any prior oral or written statements or agreements between the Parties related to such matters. Any amendment thereto shall be made in writing and signed by both Parties.

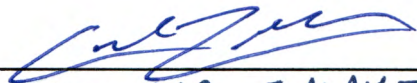
[This portion of page intentionally left blank. Signature page to follow.]



**IN WITNESS WHEREOF**, the Parties have entered this ADDITIONAL TERMS AND CONDITIONS on the date of the last signature below.

COUNTY

**MARION COUNTY**, a political subdivision  
of the State of Florida

By:   
Printed Name: **CARL ZALAK III**  
Title: **CHAIRMAN**  
Date: September 7, 2022

CONTRACTOR

**GRANICUS, LLC**, a Minnesota limited liability  
company

By: Brendan Stierman  
Printed Name: Brendan Stierman  
Title: Manager, Contracts  
Date: Sept 7 2022