

ORIGINAL

AGREEMENT FOR SERVICES #252-S1611

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and WebQA, Incorporated, a Illinois Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 900 S. Frontage Road, Suite 110, Woodbridge, IL 60517, and whose Agent for Service of Process is *Incorp Services, Inc., 5716 Corsa Avenue, Suite 110, Westlake Village, CA 91362-7354*, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide a non-exclusive, non-transferable, limited license to access GovQA Freedom of Information Act (FOIA) applications; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide a non-exclusive, non-transferable, limited license to access GovQA FOIA applications in accordance with Schedule "A," marked "Services," attached hereto and made by reference a part hereof. Contractor will use commercially reasonable efforts to backup and keep the service(s) and authorized website(s) identified in Schedule A in operation consistent with applicable industry standards and will respond to County's requests for support during normal business hours.

The service(s) are provided on an "as is" basis, and County's use of the service(s) is at its own risk. Contractor does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.

ARTICLE III

County Responsibilities: County acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with Contractor, however, County will retain ownership of all its data in the system.

County agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) Contractor is not responsible for content placed into the Service(s); (3) that the Service(s) will not be used to capture confidential information of any kind such as social security numbers or individual financial data or other sensitive data; and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide Contractor with all information reasonably necessary to setup or establish the Service(s) on County's behalf, and allow a "Powered by GovQA" logo with a hyperlink to Contractor's website home page on the Authorized Website.

ARTICLE IV

Warranty and Liability: Contractor makes no representation or warranty as to merchantability or fitness for a particular purpose except as otherwise stated herein of the service(s) and shall have no liability for any consequential damages of any kind including, but not limited to, data loss and business interruption, and the parties agree that the only remedies that shall be available to County under this Agreement shall be those expressly set forth in this Agreement. Contractor's liability under all circumstances involved herein is expressly limited to the amount received by Contractor for service(s) under this agreement.

ARTICLE V

Acceptable Use: County represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. Contractor may, upon misuse of the Service(s), request County to terminate access to any individual and County agrees to promptly comply with such request unless such misuse is corrected.

ARTICLE VI

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year from the date thereof. Upon expiration of the initial term, the term will continue to auto-renew to subsequent annual renewal terms unless County notifies Contractor in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the then current term end date.

ARTICLE VII

Compensation for Services: For the purposes of this Agreement, the billing rate shall be in accordance with Schedule "A." The billing rates for renewal shall not exceed 8% of the prior term's billing rates.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Board of Supervisors Office
330 Fair Lane
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **ARTICLE XV**, Default, Termination, and Cancellation.

ARTICLE VIII

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder except for payment of the balance of the current annual contracted term ("early cancellation fee").

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment of the early cancellation fee.

ARTICLE XIV

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) calendar days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** Either party may terminate this Agreement in whole or in part upon sixty (60) calendar days written notice by County without cause. . In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- F. Upon any termination, Contractor will discontinue Service(s) under this Agreement; Contractor will provide County with an electronic copy of all of County's data, if requested and for a cost of no more than \$2,500; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
County Counsel
330 Fair Lane
Placerville, CA 95667
ATTN: Michael Ciccozzi, Interim County Counsel

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

WEBQA, INCORPORATED
900 S. Frontage Road, Suite 110
Woodbridge, IL 60517
ATTN: Lisa Dowling

or to such other location as the Contractor directs.

ARTICLE XVII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVIII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code

Section 2778. Contractor's liability under this provision shall be limited to the amount of coverage under Contractor's policy for General Liability Insurance, or \$1,000,000.00, whichever is greater.

ARTICLE XIX

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;

2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this

Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXIII

Confidentiality: Each party hereby agrees to maintain the confidentiality of the other party's confidential and proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. County acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of Contractor, and County agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). Contractor will use reasonable efforts to insure that any of its contractors maintain the confidentiality of proprietary materials and information.

ARTICLE XXIV

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended.

Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXV

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXVIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIX

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of

California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Michael Ciccozzi, Interim County Counsel, or successor.

ARTICLE XXXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


ARTICLE XXXIV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator and Department Head Concurrence:

By: 
Michael Ciccozzi
Interim County Counsel

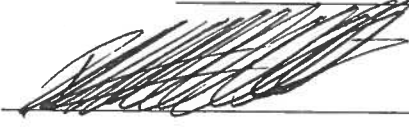
Dated: 1/27/16

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

OR

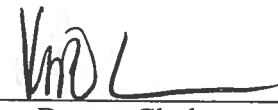
-- COUNTY OF EL DORADO --

Dated: 1/26/16

By:  _____

Chair
Board of Supervisors
"County"

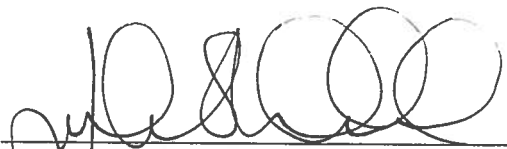
ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By:  _____
Deputy Clerk

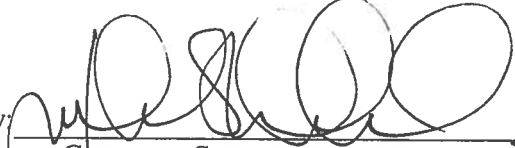
Dated: 1/26/16

-- CONTRACTOR --

WEBQA, INCORPORATED
A ILLINOIS CORPORATION

By:  _____
John Dilenschneider
CEO
"Contractor"

Dated: 12/21/15

By:  _____
Corporate Secretary

Dated: 12/21/15

SCHEDULE A

A. Service(s) Descriptions:

Subscribed Services	
GovQA FOIA Service	FOIA Request Service platform that captures all requests received via letter, website, email, fax, or walk-in. Includes the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.
GovQA FOIA Public Portal	Web Portal to capture FOIA requests and provide requestors with updates and history of previous requests.
GovQA FOIA Public Archive	Provides the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.

B. WebQA Agrees To The Following Functionality Related to the Service(s):

- (a) One-time setup of Landing Page with Icons and Links to Customer Help areas
- (b) Branded labeling of Landing Page to the look and feel of Customer website (or iframe)
- (c) One-time setup and load of 25 Answers into knowledgebase
- (d) One-time setup of Citizen Portal with branded labeling to the look and feel of Customer website (or iframe)
- (e) One-time setup of one request type related to Freedom of Information Inquiries
- (f) Forms and Letter templates: Up to 10 custom letter templates
- (g) Future Branding to Customer Website is included once per billable term. Otherwise branding is billed at \$95/hr.
- (h) Special Implementation Action (Integrations, etc.): None at this time

C. Customer Agrees To:

- (a) Hold an implementation joint kickoff meeting with WebQA within 15 days from contract signing.
- (b) Build and execute Project Plan to be fully implemented within 120 days of contract signing. Otherwise there will be an additional cost of \$1,000 per every 30 days past that 120 days.

D. Training and Ongoing Support:

- (a) One Online Administrator training.
- (b) Two Online training session for all users.
- (c) Ongoing support through system videos and knowledgebase.
- (d) Periodic webinars to train and update customers on new features.
- (e) Additional hours of online end-user training, may be purchased at a future date at \$125/hr.
- (f) On-Site Training Days may be purchased at a future date at the rate of \$1,800 per day plus expenses.
- (g) Customer will log ALL ISSUES into WEBQA SUPPORT PORTAL at www.supportqa.com to receive technical support.

E. Fees:

Software Subscription Fees		
Software License(s)	Monthly Cost	Annual Cost
GovQA FOIA Services as Described in Section A – Unlimited Users	\$650	\$7,800
Total (Includes all Service(s) upgrades)	\$650	\$7,800

Redaction License Fees			
Software License(s)	Quantity	Monthly Fee	Annual Cost
GovQA Redaction Licenses	2	\$50	\$600

One Time Implementation Costs	
GovQA FOIA Implementation Services as Described in Section B	\$3,500
Total	\$3,500

Data: Customer data is owned by customer. All document attachment storage is via an Amazon S3 standard storage account provisioned by WebQA. 50GB of storage is included in the fees set forth above, with every additional 25GB of storage being assessed a fee of \$20/month. Additionally, 200GB per month of document attachment retrieval is included. Every 100GB over the allotted 200GB of document retrievals per month will be assessed a \$25 fee per month.

G. Billing: All fees are exclusive of taxes, billed on an annual basis at time of contract signing, and due upon receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received by start of the **Billable Term**, WebQA has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

H. Remittance: All payments should be made directly to WebQA. WebQA mailing address for all payments is:
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

I. Contacts:

Organization Name: _____
Main Contact Name: _____ **Title:** _____
Address: _____ **City:** _____ **State:** ____ **Zip:** ____
Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____

Billing Contact Name: _____ **Title:** _____
Address: _____ **City:** _____ **State:** ____ **Zip:** ____
Work Phone: _____ **Cell:** _____ **Email:** _____ **Fax:** _____

CONTRACT ROUTING SHEET

Date Prepared: November 10, 2015

Need Date: ASAP

PROCESSING DEPARTMENT:

Department: Procurement & Contracts
Dept. Contact: Ashley Wells *AW*
Phone #: x5804
Department
Head Signature: *AWELLS FOR SUE HENRIKE*

CONTRACTOR:

Name: WebQA, Inc.
Address: 900 S. Frontage Road, Suite 110
Woodbridge, IL 60517
Phone: 630-985-1300

CONTRACTING DEPARTMENT: ~~Board Of Supervisors~~ COUNSEL

Service Requested: Freedom of Information Act (FOIA) Software License
Contract Term: Perpetual Contract Value: \$11,000 / YEAR 1
Compliance with Human Resources requirements? Yes: No: ✓
Compliance verified by: N/A – Software License

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ w/changes Disapproved: Date: 11/20/2015 By: J. Sanfel
Approved: Disapproved: Date: By:

BLUE TEXT = LANGUAGE INSERTED FROM THEIR AGREEMENT, ATTACHED FOR REFERENCE.
PURPLE TEXT = THEIR REQUESTED CHANGES. PLEASE ADVISE.

NOTE: automatic renewal of term. If cancellation occurs after start of current term, must pay the balance for that year.

TAKING TO BOARD AS A PERPETUAL AGREEMENT. CHANGES INCORPORATED. AW

PLEASE FORWARD TO RISK MANAGEMENT. PLEASE CALL ASHLEY FOR PICK UP THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 1/12/16 By:
Approved: Disapproved: Date: By:

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

DCRADO COUNTY COUNSEL
2015 NOV 10 2:37

GOVQA, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #485 (#252-S1611)

THIS FIRST AMENDMENT to that Agreement for Services #485 (#252-S1611) made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and WebQA, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 900 S. Frontage Road, Suite 110, Woodridge, IL 60517, now operating as GovQA, LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 408 Saint Peter St, Suite 600 Saint Paul, MN 55102 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, WebQA, Inc. has been engaged by County to provide a non-exclusive, non-transferable, limited license to access GovQA Freedom of Information Act (FOIA) applications pursuant to Agreement for Services #485 (#252-S1611), dated January 26, 2016, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, WebQA, Inc. converted and changed its corporate name to GovQA, LLC, a Delaware limited liability corporation, effective June 26, 2019;

WHEREAS, the parties hereto agree to amend the Agreement to reflect the corporate name change and update the notice recipients, amending **Article XVI, Notice to Parties**.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. All references in the Agreement to WebQA, Inc. shall be changed to GovQA, LLC.
- II. **ARTICLE XVI, Notice to Parties** is amended in its entirety to read as follows:

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
County Counsel
330 Fair Lane
Placerville, CA 95667
Attn: County Counsel

With a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
Attn: Purchasing Agent

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:


GovQA, LLC
9014 Heritage Parkway, Suite 308
Woodridge, IL 60517
Attn: Sales Operations

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of Agreement for Services #485 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #485 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Lori Parlin, Chair
Board of Supervisors
"County"

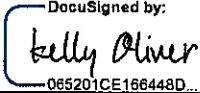
Dated: 6 29 22

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6 29 22

-- GOVQA, LLC --

By: 
Kelly Oliver,
Vice President-Contracts
"Contractor"

Dated: 6/6/2022

GOVQA, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #485 (#252-S1611)

THIS SECOND AMENDMENT to that Agreement for Services #485 (#252-S1611) made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and GovQA, LLC, a Delaware limited liability corporation duly qualified to conduct business in the State of California, whose principal place of business is 900 S. Frontage Road, Suite 110, Woodridge, IL 60517, now operating as Granicus, LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 408 Saint Peter St, Suite 600 Saint Paul, MN 55102 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide a non-exclusive, non-transferable, limited license to access GovQA Freedom of Information Act (FOIA) applications pursuant to Agreement for Services #485 (#252-S1611), dated January 26, 2016, and First Amendment to Agreement for Services #485 (#252-S1611), dated June 29, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, GovQA, LLC was acquired by Granicus, LLC and converted and changed its corporate name to Granicus, LLC a Minnesota limited liability corporation, effective July 11, 2022.

WHEREAS, GovQA, LLC has requested that County consent to the assignment and to accept work under the Agreement from Granicus LLC;

WHEREAS, Granicus LLC accepts and assumes all GovQA, LLC rights, obligations, and liabilities under the Agreement, including all outstanding rights, obligations, and liabilities;

WHEREAS, County consents to this Second Amendment to Agreement for Services #485 on condition that Granicus LLC assumes and fulfills all the terms and conditions of this Second Amendment, the First Amendment, and the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to update the scope of services to add PST Email Extractor application amending **ARTICLE I, Scope of Services**, and adding **Schedule A-1**, marked "**Granicus Proposal**";

WHEREAS, the parties hereto desire to amend the Agreement to include the additional cost for the PST Email Extractor application, amending **ARTICLE VII, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to reflect the corporate name change and update the notice recipients, amending **Article XVI, Notice to Parties**.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement on the following terms and conditions:

- I. All references in the Agreement to GovQA, LLC shall be changed to Granicus LLC.
- II. **ARTICLE I, Scope of Services** is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide a non-exclusive, non-transferable, limited license to access GovQA FOIA application in accordance with Schedule "A," marked "Services," and PST Email Extractor application in accordance with Schedule "A-1," marked "Granicus Proposal," attached hereto and incorporated herein by reference. Contractor will use commercial reasonable efforts to backup and keep the service(s) and authorized website(s) identified in Schedule A and Schedule A-1 in operation consistent with applicable industry standards and will respond to County's requests for support during normal business hours. The provision of services hereunder are subject to additional terms and conditions as described in the Granicus Master Subscription Agreement in Schedule A-1 except that in the event of a conflict, the terms of this Agreement shall prevail.

- III. **ARTICLE VII, Compensation for Services** is amended to in its entirety to read as follows:

ARTICLE VII,

Compensation for Services: For the purposes of this Agreement, the billing rate shall be in accordance with Schedule "A" and Schedule "A-1". The billing rates for renewal shall not exceed 8% of the prior term's billing rates.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
County Counsel
330 Fair Lane
Placerville, California 95667

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the documents

or other deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XV, Default, Termination, and Cancellation, herein.

IV. ARTICLE XVI, Notice to Parties is amended in its entirety to read as follows:

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
County Counsel
330 Fair Lane
Placerville, CA 95667
Attn: County Counsel

With a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
Attn: Purchasing Agent

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

Granicus LLC
408 Saint Peter Street Suite 600
Saint Paul, MN 55102

or to such other location as the Contractor directs.

Except as herein amended, or by the First Amendment to the Agreement, all other parts and sections of Agreement for Services #485 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #485 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: [Signature] Dated: 5/9/2023
~~Wendy Thomas, Chair~~ George Turnboo, Second Vice Chair
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kaylee Runke Dated: 5/9/2023
Deputy Clerk

- GRANICUS, LLC -

By: [DocuSigned by: Kelly Oliver] Dated: 4/4/2023
Kelly Oliver,
Vice President-Contracts
"Contractor"

CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: 04/18/2023

Need Date: 04/18/2023

PROCESSING DEPARTMENT:

Department: County Counsel
Dept. Contact: Lisa Blake
Phone: 5781
Department: David A.
Head Signature: Livingston

Digitally signed by David A. Livingston
Date: 2023.04.18 13:38:07 -0700

CONTRACTOR:

Name: Granicus LLC
Address: Dept CH - Box 19634
Palatine, IL 60055-9634
Phone: 800-314-0147

Org Code: 0700000

Project String
(if applicable): N/A

CONTRACTING DEPARTMENT: County Counsel

Service Requested: Review and Approve AMD II and Proposal for PST Email Extractor

Description: AMD II identifies Granicus LLC acquisition of GovQA and requests additional PST Email extractor to current services.

Contract Term: Perpetual Contract Value: _____

COUNTY COUNSEL: (must approve all contracts and MOU's)

Approved: Disapproved: Date: 04/19/2023 By: Janeeth SanPedro
Approved: Disapproved: Date: _____ By: _____

Digitally signed by Janeeth SanPedro
Date: 2023.04.19 15:06:40 -0700

COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!

HR APPROVAL:

Compliance with Human Resources requirements? Yes: No:
Compliance verified by: _____

RISK MANAGEMENT APPROVAL: (all contracts & MOU's except boilerplate grant funding contracts)

Approved: Disapproved: Date: 04/20/2023 By: Michael Andersen
Approved: Disapproved: Date: _____ By: _____

Digitally signed by Michael Andersen
Date: 2023.04.20 14:50:47 -0700

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____

PLEASE EMAIL SIGNED DOCUMENT TO:

THANK YOU!