

**AGREEMENT FOR SERVICES #4951  
AMENDMENT II**

**THIS SECOND AMENDMENT** to that Agreement for Services #4951, 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 Host Compliance LLC, a subsidiary of Granicus LLC ("Host Compliance"), a Limited Liability Partnership, duly qualified to conduct business in the State of California, whose principal place of business is 408 Peter Street, Suite 600, Saint Paul, MN 55102 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to provide software, software management and data analysis services to monitor and detect unpermitted and/or under-remitting short-term vacation home rentals ("STRs") in the unincorporated areas of the County;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation of the Agreement by up to \$98,855.00, amending **Schedule 1, Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to add new Sections to include updated contract provisions and memorialize the independent contractor relationship created through this agreement;

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

**II. Schedule 1, Scope of Services, Total Annual Subscription Service Price:** of the Agreement is amended to add the following language:

**Total Annual Subscription Service Price Beginning July 1, 2022:** The total compensation for the period of July 1, 2022 through June 30, 2023 shall not exceed \$98,855.00. Pricing Summary is attached to this Contract Amendment as Exhibit A and defines the products and volumes for this contract term.

**III. The following Section of the Agreement is fully replaced to read as follows:**

**9.9 Independent Contractor.** The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in

unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

**9.12 Nondiscrimination.**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant 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, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant 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 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

**9.13 Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #4951 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Aron Parlin*  
Board of Supervisors  
"County"

Dated: 3-24-22

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: *Kyle Neppes*  
Deputy Clerk

Dated: 3-24-22

--HOST COMPLIANCE LLC --

Granicus LLC by its authorized signatory

By: *Kelly Oliver*  
Kelly Oliver (Jun 2, 2022 15:03 EDT)  
Kelly Oliver  
Vice President of Contracts  
"Consultant"

Dated: 06/02/2022

## PRICING SUMMARY

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

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Address Identification	Annual	1 Each	\$49,893.52
24/7 Hotline	Annual	1748 Rental Units	\$12,707.96
Compliance Monitoring	Annual	1748 Rental Units	\$15,539.72
Rental Activity Monitoring	Annual	1748 Rental Units	\$20,713.80
<b>SUBTOTAL:</b>			<b>\$98,855.00</b>









# B - #4951 Amndmnt #2 5-27-22

Final Audit Report

2022-06-02

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