

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: _____
Wendy Thomas, Chair
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- GRANICUS, LLC -

By: DocuSigned by:


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Kelly Oliver,
Vice President-Contracts
"Contractor"

Dated: 4/4/2023
