

HOST COMPLIANCE LLC

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #4951

THIS THIRD 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, Consultant has been engaged by County 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; for the Treasurer Tax Collector Department pursuant to Agreement for Services #4951, dated July 1, 2020, Amendment I, dated July 1, 2021, and Amendment II, dated July 1, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

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 Exhibit A – California Levine Act Statement;

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 Third Amendment to Agreement on the following terms and conditions:

- I. **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, 2023: The total compensation for the period of July 1, 2023 through June 30, 2024 shall not exceed \$98,855.00. Pricing Summary is attached to this Contract Amendment as Exhibit B and defines the products and volumes for this contract term.

Except as herein amended, all other parts and sections of Agreement for Services #4951 shall remain unchanged and in full force and effect.

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

--COUNTY OF EL DORADO--

By: Wendy Thomas
Board of Supervisors
"County"

Dated: 5/16/23

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufpeltz
Deputy Clerk

Dated: 5/16/23

--HOST COMPLIANCE LLC--

Granicus LLC by its authorized signatory

By: Kelly Oliver
Kelly Oliver
Vice President of Contracts
"Consultant"

Dated: 05/17/2023

Host Compliance

Exhibit A

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES *KO* _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES *KO* _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

05/17/2023

Date

Granicus, Inc.

Type or write name of company

Kelly Oliver

Signature of authorized individual

Kelly Oliver

Type or write name of authorized individual



408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
El Dorado County CA

Exhibit B

ORDER DETAILS

Prepared By: Antonio Magadan
Phone:
Email: antonio.magadan@granicus.com
Order #: Q-256585
Prepared On: 29 Mar 2023
Expires On: 30 Jun 2023

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: 30 Jun 2023
Period of Performance: 07/01/2023 - 06/30/2024

Order #: Q-256585
Prepared: 29 Mar 2023

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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 |
| SUBTOTAL: | | | \$98,855.00 |

