### AGREEMENT FOR SERVICES #4951 AMENDMENT I

This Amendment I 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"), 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 underremitting short-term vacation home rentals ("STRs") in the unincorporated areas of the County;

WHEREAS, the parties hereto have mutually agreed to extend the term of the contract by one year; and

WHEREAS, the parties hereto have mutually agreed to revise the annual subscription price from \$125,855 to \$98,855, beginning July 1, 2021.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #4951 shall be amended a first time as follows:

1. Section 5 of the Agreement is amended to include the following:

Section 5.1.2 Term Extension. This Agreement, as amended, shall be extended when fully-executed by both parties to cover the period of July 1, 2021 through June 30, 2022. This agreement shall automatically renew for a further period of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term.

2. Schedule 1 is amended to include the following:

### Total Annual Subscription Price Beginning July 1, 2021

The total compensation under this amendment beginning July 1, 2021 shall not exceed \$98,855.00 annually.

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

### **Requesting Department Head Concurrence:**

By: L. G. Ma

K. E. Coleman, MBA, M.Acc. Treasurer-Tax Collector

Dated: 51921

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### -- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair Board of Supervisors "County"

ATTEST: Kim Dawson Clerk of the Board of Supervisors

By:\_\_\_

Deputy Clerk

## -- CONSULTANT --

Granicus, LLC by its authorized signatory

By: Jessica Gang Manager of Business and Contracts "Consultant"

By:\_\_\_\_\_ Corporate Secretary

Dated: \_\_\_\_May 18, 2021

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



408 Saint Peter Street, Suite 600 Saint Paul, MN 55102 United States THIS IS NOT AN INVOICE

Order Form Prepared for **El Dorado County CA** 

# Granicus Proposal for El Dorado County CA

# **ORDER DETAILS**

John Watkins	
(323) 909-5189	
john.watkins@granicus.com	
Q-129846	
02/10/2021	
06/30/2021	

### **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: 06-30-2021				
Period of Performance:	07-01-2021 - 06-30-2022			

Order #: Q-129846 Prepared: 02/10/2021



## **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	1 Each	\$12,707.96	
Compliance Monitoring	Annual	1 Each	\$15,539.72	
Rental Activity Monitoring	Annual	1 Each	\$20,713.80	
		SUBTOTAL:	\$98,855.00	

Pricing for the above Subscription Fees based on an average Rental Listing quantity of 1748 units.



## **TERMS & CONDITIONS**

- El Dorado County, CA will receive a one time service credit for a total of \$17,000.00. This credit will be applied as a credit towards the annual invoice for the term 7/1/2021 6/30/2022.
- 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 El Dorado County CA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-129846 dated 02-10-2021 are incorporated into this Purchase Order by reference.
- 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.
- Renewal pricing for Address Identification, Compliance Monitoring, Rental Activity Monitoring, 24/7 Hotline, Tax Collection, and Mobile Permitting & Registration is based on the average volume of rental listings or units for the preceding 10-12 months and is subject to volume-based pricing adjustments as described herein.