

Consent to Assumption Agreement

This Assumption of the Granicus, Inc. Software Support Services Agreement (this "Assumption") is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company, and Humboldt County CA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus, Inc. entered into a Software Support Services Agreement effective 06/05/2018 (the "Agreement"); and WHEREAS, in October 2016, GovDelivery, Inc. and Granicus, Inc. were acquired and merged; and

WHEREAS, the operating entity moving forward for Granicus, Inc. is Granicus, LLC; and

WHEREAS, Granicus, LLC desires to accept and assume all of Granicus, Inc.'s rights, duties, benefits, and obligations under the Agreement; and

WHEREAS, the Client desires to consent to such assumption; and

WHEREAS, Granicus, LLC and Client mutually agree to amend certain sections of the Agreement to comply with Confidential Information and Indemnification requirements for Granicus, LLC;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Granicus, LLC accepts and assumes all rights, duties, benefits, and obligations of the Agreement, including all existing and future obligations to perform under the Agreement.
2. All references to Granicus, Inc., under the Agreement, shall hereinafter be referred to as Granicus, LLC.
3. The Client hereby consents to the foregoing assumption.
4. Section 10 of the Agreement labeled "Confidential Information" is hereby amended in its entirety to read as follows:

"In the performance of this Agreement, each party may receive information that is confidential under local, state or federal law. The parties hereby agree to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, applicable to the confidential information received.

Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of any other applicable local, state and federal laws, regulations or standards."

5. Section 14 of the Agreement, labeled "Indemnification" is hereby amended in its entirety to read as follows:

"A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities, including reasonable expenses and costs including, without limitation, reasonable attorney's fees and other costs of litigation arising out of, or in connection with: (i) claims by a third party of personal injury, injury to tangible property or

wrongful death arising from CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except to the extent such loss or damage was caused by the negligence or willful misconduct of COUNTY; or (ii) claims by a third party that the products or services provided by Granicus infringes or misappropriates the intellectual property rights of such third party. Contractor will have sole control and authority with respect to the defense or settlement of any such claim, and County will provide reasonable cooperation and assistance to Contractor in the defense and settlement thereof. Contractor is not obligated to indemnify County for any claim arising from any modification to the products or services by any party not Contractor, combination or use of the Contractor's products or services with products or services not provided by Contractor or use of Contractor's products or services in a manner not authorized by the license granted to County.

B. *Effect of Insurance.* Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. Subject to limitations of liability elsewhere in this Agreement, this provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder."

6. Except as amended by this Assumption, all other terms and conditions of the Agreement shall remain in full force and effect.
7. In the event of any inconsistency between the provisions of this Assumption and the documents comprising the Agreement, the provisions of this Assumption shall prevail.

IN WITNESS WHEREOF, the parties have caused this Assumption to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Humboldt County CA	Granicus, LLC
Signature: 	Signature: 
Name: Virginia Bass	Name: Jessica Yang
Title: Chair, Board of Supervisors	Title: Manager of Business and Contracts
Date: 4/3/2021	Date: May 27, 2021
	Signature: 
	Name: Mark Hynes
	Title: CEO
	Date: May 28, 2021

First Amendment to the Granicus Software Support Service Agreement between Granicus, LLC and Humboldt County CA

This First Amendment to the Granicus, LLC Software Support Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Humboldt County CA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Parties entered into the Agreement for Contractor to provide software support services for the County's public meeting software; and

WHEREAS, the County now wishes to utilize Granicus' campaign finance and Form 700 software and support services, and Contractor desires to provide such services; and

WHEREAS, the Board of Supervisors authorized the Chair of the Board to execute any future amendments to the Agreement on May 10, 2018; and

WHEREAS, the Parties with this First Amendment mutually desire to amend the scope of services to the Agreement, so that Contractor may provide software support services for campaign finance and Form 700 software at the rate of compensation set forth in Exhibit A – Pricing Summary, attached hereto.

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Section 1, Description of Services, shall incorporate Exhibit A – Product Descriptions, Additional Scope of Services, attached hereto.
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. Section 4, Compensation, is revised incorporate Exhibit A – Pricing Summary, that reflects the schedule of rates for the additional services.
4. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.

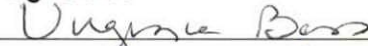
IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Humboldt County CA

Signature:



Name: Virginia Bass

Title: Chair, Board of Supervisors

Date: 6/3/2021

Granicus

Signature:



Name: Jessica Yang

Title: Manager of Business and Contracts

Date: May 27, 2021

Signature:



Name: Mark Hynes

Title: CEO

Date: May 28, 2021



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Humboldt County CA

Exhibit A

ORDER DETAILS

Prepared By: Toni Yates
Phone: +1 9517560420
Email: toni.yates@granicus.com
Order #: Q-116571
Prepared On: 05/19/2021
Expires On: 04/30/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Handwritten notes:
1208 5/19/21
submitted to board, met
5/20/21

PRICING SUMMARY

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

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
DisclosureDocs Setup and Configuration	Up Front	1 Each	\$0.00
DisclosureDocs Training - Online	Up Front	1 Each	\$0.00
CampaignDocs Setup and Configuration	Up Front	1 Each	\$0.00
CampaignDocs Training - Online	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
DisclosureDocs Subscription	Annual	1 Each	\$3,338.30
CampaignDocs Subscription	Annual	1 Each	\$2,694.83
DisclosureDocs - Hosting	Annual	1 Each	\$0.00
eDisclosure Contact Person Subscription	Annual	1 Each	\$1,669.15
DisclosureDocs Full Review Subscription	Annual	1 Each	\$1,168.41
DisclosureDocs Public Kiosk Subscription	Annual	1 Each	\$667.66
DisclosureDocs Web Redaction Subscription	Annual	1 Each	\$1,168.41
eDisclosure Subscription	Annual	1 Each	\$3,338.30
CampaignDocs - Hosting	Annual	1 Each	\$0.00
CampaignDocs Public Kiosk Subscription	Annual	1 Each	\$538.97
CampaignDocs Web Publishing Subscription	Annual	1 Each	\$943.19
eCampaign Subscription	Annual	1 Each	\$2,290.61
SUBTOTAL:			\$17,817.83

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

Number of Filers:
500



408 Saint Peter Street, Suite 600
 Saint Paul, MN 55102
 United States

Amendment
 Prepared for
Humboldt County CA

PRODUCT DESCRIPTIONS

Solution	Description
DisclosureDocs Subscription	DisclosureDocs™ is your robust desktop application that provides numerous features to help you manage your Filers, Conflict of Interest Code changes, Full and Facial Reviews, generate Letters, Emails, business process Reports and manage your corresponding Public Access and Electronic Filing components.
CampaignDocs Subscription	CampaignDocs™ is a powerful desktop system used by the ROV staff that provides numerous features to help you manage your Campaign Filers, generate letters, emails, run reports on Filings, scan paper filing and receive Electronic Filings submitted by the filers that use eCampaign Module.
DisclosureDocs Setup and Configuration	DisclosureDocs Professional Services Fee for Setup and Configuration
DisclosureDocs Training - Online	DisclosureDocs Suite Online Training Fee
eDisclosure Contact Person Subscription	eDisclosure™ Contact module is a web based system that engages your Filing Officials or Contact Persons at the Department Level and provides tools for them to perform their responsibilities of managing their Department.
DisclosureDocs Full Review Subscription	Filer Review – allows the Filing Officer to perform the required tasks of verifying the accuracy of forms and if needed requesting necessary Amendments. 20% on time and 100 % late filings. 10 % needs to be picked at random.
DisclosureDocs Public Kiosk Subscription	Public Kiosk – The Public is able to search for filings in your office without the need of taking staff's time to pull the original records using your Public Kiosk.
DisclosureDocs Web Redaction Subscription	Allows redacting and publishing the filed forms to your website. You are able to publish both – the Electronic as well as the Paper Filings. Public is given a robust Online eRetrieval System that helps them find the information they are searching for.
eDisclosure Subscription	eDisclosure™ application allows your Filers to login and file for all positions that he/she is holding as well as submit the filing to their Filing Officer(s).
CampaignDocs Setup and Configuration	CampaignDocs™ is a powerful desktop system used by the ROV staff that provides numerous features to help you manage your Campaign Filers, generate letters, emails, run reports on Filings, scan paper filing and receive Electronic Filings submitted by the filers that use eCampaign Module.

Solution	Description
CampaignDocs Training - Online	CampaignDocs Suite Online Training Fee
CampaignDocs Public Kiosk Subscription	Public access to your filings is available through your Public Kiosk in an unredacted form using our CampaignDocs Public Access™ module. The Public is able to search for filings in your office without the need of taking staff time to pull the original records. This is not only a cost savings for your staff, but eliminates the risk of the original filing disappearing or becoming misfiled when it's returned. If the Public wants a copy of a filing, they order it at the kiosk and pay for it at the counter where they will pick up their copy.
CampaignDocs Web Publishing Subscription	CampaignDocs WebPublisher™ module the public has access to redacted copies of the filings on the web. The public is able to search, view and print from their own computer without the need of using your agency's resources.
eCampaign Subscription	eCampaign™ system is a benefit to your filers. Your filers will be able to use our data screens to enter their contributions / expenditures as they occur and file their forms by the due date. The system will validate the information and summarize all the information on the forms. There are several tools that will help your Filer properly file their filings.

Second Amendment to the Granicus Service Agreement between Granicus, LLC and Humboldt County CA

This Second Amendment to the Granicus, LLC Software Support Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Humboldt County CA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 06/05/2018 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-139832, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

5. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
6. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
7. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Humboldt County CA

Signature: _____

Virginia Bass

Name: *Virginia Bass*

Title: *Chair, Board of Supervisors*

Date: *6/3/2021*

Granicus

Signature: _____

Jessica Yang

Name: Jessica Yang

Title: Manager of Business and Contracts

Date: May 27, 2021

Signature: _____

Mark Hynes

Name: Mark Hynes

Title: CEO

Date: May 28, 2021



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Humboldt County CA

Exhibit A

ORDER DETAILS

Prepared By: Chloe Scheer
Phone:
Email: chloe.scheer@granicus.com
Order #: Q-139832
Prepared On: 05/19/2021
Expires On: 06/26/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Handwritten signature and date: 05/19/21

PRICING SUMMARY

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

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
VoteCast Tablet (ME) - Setup and Configuration	Up Front	4 Hours	\$0.00
VoteCast - Online Training	Upon Delivery	6 Hours	\$1,350.00
VoteCast Display CPU (Dell) (ME)	Upon Delivery	1 Each	\$980.00
US Shipping Charge B - Medium Item	Upon Delivery	1 Each	\$60.00
iLegislate Voting - Onsite Training	Upon Delivery	1 Days	\$0.00
iLegislate Voting - Setup and Configuration	Up Front	1 Hours	\$0.00
VoteCast Display - Setup and Configuration	Up Front	4 Hours	\$900.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$125.00
SUBTOTAL:			\$3,415.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$4,799.98
VoteCast Display	Annual	1 Each	\$467.95
SUBTOTAL:			\$5,267.93

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

PRODUCT DESCRIPTIONS

Solution	Description
VoteCast Standard Package (Tablet) (ME)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room
VoteCast Display	<p>VoteCast Display bundle is installed on a Dell CPU that outputs meeting information like current agenda item or vote results to displays in the meeting room such as TVs or projectors.</p>
VoteCast Tablet (ME) - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • VoteCast installation on one of the following hardware setups: Dell CPU and ELO Touchscreens, Microsoft Surface tablets, or iLegislate-enabled devices • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>

Solution	Description
VoteCast - Online Training	Virtual training session with a Granicus professional services trainer
VoteCast Display CPU (Dell) (ME)	Dell CPU hardware for VoteCast Display that outputs meeting information like current agenda item or vote results to displays in the meeting room such as TVs or projectors.
US Shipping Charge B - Medium Item	US shipping of a medium item
iLegislate Voting - Onsite Training	Onsite Training for iLegislate Voting
iLegislate Voting - Setup and Configuration	Setup and configuration of iLegislate Voting
VoteCast Display - Setup and Configuration	Implementation includes: <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Design service for VoteCast Display template updates • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>
US Shipping Charge C - Large Item	US shipping of a large item

Humboldt County CA -LLC - Assumption and Amendment Packet - 051921_ACC (1)

Final Audit Report

2021-05-27

Created:	2021-05-26
By:	John Watkins (John.Watkins@granicus.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlk3GpgBMiUbRw8_Wb9ETuyxGykAwSYXf

"Humboldt County CA -LLC - Assumption and Amendment Packet - 051921_ACC (1)" History

-  Document created by John Watkins (John.Watkins@granicus.com)
2021-05-26 - 5:35:17 PM GMT- IP address: 73.37.209.163
-  Document emailed to Jessica Yang (jessica.yang@granicus.com) for signature
2021-05-26 - 5:36:13 PM GMT
-  Email viewed by Jessica Yang (jessica.yang@granicus.com)
2021-05-27 - 9:13:52 PM GMT- IP address: 104.143.198.124
-  Document e-signed by Jessica Yang (jessica.yang@granicus.com)
Signature Date: 2021-05-27 - 9:14:50 PM GMT - Time Source: server- IP address: 73.242.94.171
-  Agreement completed.
2021-05-27 - 9:14:50 PM GMT