

**NAPA COUNTY AGREEMENT NO. \_\_\_\_\_**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 3rd day of January 2022, (the “Effective Date”) by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “Client,” and Granicus, whose business address is 408 Saint Peter Street, Suite 600, Saint Paul, MN 55102, hereinafter referred to as “CONTRACTOR or “Granicus.” Hereinafter, COUNTY and CONTRACTOR may be referred to collectively as “Parties” and, individually, as “Party.”

**RECITALS**

**WHEREAS**, COUNTY desires to detect and protect against its constituents from the impact of illegal, unpermitted and/or under-remitting short term rentals (“STRs”);

**WHEREAS**, on November 1, 2019, COUNTY entered into Agreement No. 200205B with Host Compliance, LLC, for the purpose of assisting COUNTY with providing monitoring, analytic, and compliance software and related services for the detection and management of STRs; and

**WHEREAS**, CONTRACTOR acquired Host Compliance, assumed the terms of the Agreement, and wishes to continue providing the services set forth therein; and

**WHEREAS**, COUNTY wishes to continue to obtain specialized services, as authorized by Government Code section 31000, for transient commercial occupancy/STR monitoring and associated services, and licensing access to CONTRACTOR software related to such services; and

**WHEREAS**, CONTRACTOR is willing to grant COUNTY access to rights to certain software to detect, investigate, and manage STRs in Napa County, hosted in COUNTY’s private cloud run on Amazon Web Services (“Private Cloud”), and provide all other managed services necessary for COUNTY’s productive use of such software along with other specialized services to COUNTY under the terms and conditions set forth herein (together, the “Services”) as described in the attached Exhibit A; and

**WHEREAS**, any “Personal Information” (as defined in the California Consumer Privacy Act of 2018, as may be amended from time to time (the “CCPA”)). That may be collected by COUNTY will be shared with CONTRACTOR in the course of using the Services strictly for “business purposes” as defined on the CCPA, and both the COUNTY and CONTRACTOR believe the use of such Personal Information is reasonably necessary and proportionate to achieve the operation purpose for which the Personal Information was collected by COUNTY; and

**WHEREAS**, CONTRACTOR and COUNTY have entered into other agreements for other services it provides to COUNTY; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

### **TERMS**

**NOW, THEREFORE**, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on November 1, 2021, and shall expire on June 30, 2022, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Termination for Convenience), or 25(a) (Covenant of No Undisclosed Conflict)(“Termination Date”); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to April 30, 2022, and thereafter, to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those transient occupancy/short-term rental monitoring and related services (“Short-Term Rental Services”), access to and licensing to use CONTRACTOR’s software (“Software Services”), “Testimonial Services,” and, if required by law, Amazon Web Services Private Cloud administration and maintenance (“Private Cloud Services”) as set forth in Exhibit “A,” which is attached hereto and incorporated by reference herein. In addition to the Software Services scope of services described in Exhibit “A,” the following terms and provisions apply to the Software Services:

(a) **Licensing/Permitted Use.** Granicus products and services are purchased by Client as subscriptions. Granicus hereby grants and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus products and services during the term of this Agreement. Granicus reserves all right, title and interest in the Granicus products and services, the documentation and resulting product including all related intellectual property rights. No implied licenses are granted to Client. The Granicus name, logo, and the product names are trademarks of Granicus, and no right or license is granted to use them. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction, or other feedback provided by Client relating to the use of the Granicus products and services. Client shall not: (i) Misuse any Granicus resources or cause any disruption, including but not limited to, the display of adult content, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted; (ii) Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of third parties; (iii) Use the Granicus products and services in a manner in which system or network resources are

unreasonably denied to third parties; (iv) Use the products and services as a door or signpost to another server; (v) Access or use any portion of Granicus products and services except as expressly allowed by this Agreement; (vi) Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus products and services; (vii) Use the Granicus products and services for any unlawful purposes; (viii) Export or allow access to the Granicus products and services in violation of U.S. laws or regulations; (ix) subcontract, disclose, rent, or lease the Granicus products and services, or any portion thereof, for third party use; or (x) Modify, adapt, or use the Granicus products and services to develop any software application intended for resale which uses the Granicus products and services in whole or in part.

(b) Storage and Protection of Security of Data. COUNTY authorizes CONTRACTOR to set up, manage, and maintain the COUNTY's data (on a Private Cloud if required by law) on Amazon Web Services on which to host the Services and through which COUNTY and COUNTY's end users ("End Users") may access and use the Services. The Services, including the management of the Customer's Private Cloud if required by law, will be provided to Customer in the capacity of a service provider. Any Personal Information will be stored on Amazon Web Services, in COUNTY's Private Cloud if required by law, and will only be accessed by CONTRACTOR for Business purposes (as defined in the CCPA), and Services will include, at a minimum, industry standard technical and organizational security measures to store data provided by COUNTY, or obtained by COUNTY through the use of the Software Services ("Customer Data"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.

(c) Third Party Requests.

(1) "Third Party Request" means a request from a third party for records relating to COUNTY's (or an End User's) use of the Software Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, Public Records Act requests or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.

(2) COUNTY is responsible for responding to Third Party Requests pursuant to the California Public Records Act and its own policies. COUNTY will seek to obtain information required to respond to Third Party Requests and will contact CONTRACTOR only if it cannot obtain such information despite diligent efforts.

(3) If CONTRACTOR receives a Third Party Request, it will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (1) promptly notify COUNTY of CONTRACTOR's receipt of a Third Party Request; (2) comply with COUNTY's reasonable requests regarding efforts to oppose a Third Party Request; and (3) provide COUNTY with information or tools required for COUNTY to respond to the Third Party Request (if COUNTY is otherwise unable to obtain the information). If COUNTY fails to promptly respond to any Third Party Request, then CONTRACTOR may, but will not be obligated to do so.

(4) If COUNTY receives a Third Party Request for access to the Software Services, or descriptions, drawings, images, or videos of the Software Services' user interface, COUNTY will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (1) promptly notify CONTRACTOR of COUNTY's receipt of such Third Party Request; (2) comply with CONTRACTOR's reasonable requests regarding efforts to oppose a Third Party Request; and (3) provide CONTRACTOR with information required for CONTRACTOR to respond to the Third Party Request. If CONTRACTOR fails to promptly respond to any Third Party Request, then COUNTY may, but will not be obligated to do so.

### 3. **Compensation.**

(a) Annual Flat Fee Services. In consideration of CONTRACTOR's full performance of the Short-Term Rental Services and Software Services (which together shall hereinafter at times be referred to together as "Annual Flat Fee Services"), COUNTY shall pay CONTRACTOR the annual sum, as an agreed-upon prorated flat fee for all such services regardless of volume or number, of \$3,694.17 (THREE THOUSAND SIX HUNDRED NINETY FOUR DOLLARS AND SEVENTEEN CENTS) for November 1, 2021, through June 30, 2022, and if renewed thereafter, the COUNTY shall pay an annual sum of \$22,165.01 (TWENTY TWO THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS AND ONE CENT).

(b) Maximum Annual Compensation Amounts for Services and Expenses. The maximum annual compensation for Annual Flat Fee Services to be paid to CONTRACTOR shall be a prorated flat fee of \$3,694.17 (THREE THOUSAND SIX HUNDRED NINETY FOUR DOLLARS AND SEVENTEEN CENTS) for November 1, 2021, through June 30, 2022, and thereafter, a flat fee of \$22,165.01 (TWENTY TWO THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS AND ONE CENT) per year, subject to the right of the COUNTY to receive a full refund or pro-rata refund in the event of any applicable termination triggering such right of refund as described below.

### 4. **Payment.**

(a) Invoices. Granicus will invoice and Client will pay for all fees as described in Clause 3 of this Agreement. Invoices are due within 30 days of issuance.

(b) Expenses. Any permissible, reasonable and necessary expenses incurred by CONTRACTOR for travel or lodging related to Testimonial Services shall be reimbursed by COUNTY only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice as described in subsection (a) above, which shall describe the nature and amount of the expenses, the person(s) whose travel or lodging expenses were incurred, and the dates incurred.

(c) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the COUNTY to the person or office specified in the Notice provision below, in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents, and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including,

but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** [RESERVED]

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. [RESERVED]

(3) Comprehensive Automobile Liability Insurance. [RESERVED]

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the person or office specified in the Notice provision below prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department shall be kept current during the term of this Agreement; Granicus will provide COUNTY no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium;

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1), CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance

provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

8. **Hold Harmless/Defense/Indemnification.** Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims that Granicus products and services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Granicus determines that this Agreement is likely affected, or if the solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Granicus will, in its discretion: (i) replace the affected Granicus products and services; (ii) modify the affected Granicus products and services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Agreement term. Notwithstanding the foregoing, Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus products and services other than in accordance with this Agreement. This Section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus products and services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

With regard to any Claim subject to indemnification pursuant to this Section: (i) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (ii) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (iii) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

9. **Termination for Cause.**

(a) Right to Terminate. Either Party may terminate this Agreement for convenience upon providing at least 90 days' written notice to the other Party. Either Party may terminate this Agreement for cause upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within 30 days after the notifying Party provides written notice of the breach.

10. **Termination for Convenience.**

(a) Either Party may terminate this Agreement for convenience upon providing at least 30 days' written notice to the other Party.

11. **[RESERVED]**

12. **No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person, by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested., and by email. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

David Giudice  
Napa County  
PBES Department  
1195 Third St.,  
Second Floor  
Napa, CA 94559  
E-mail: David.Giudice@countyofnapa.org

CONTRACTOR

Kelly Oliver  
Granicus  
408 Saint Peter Street  
Suite 600  
Saint Paul, MN 55102  
Email: [contracts@granicus.com](mailto:contracts@granicus.com)

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents, and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with

COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(d) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995, and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.** It is expected that one Party may disclose to the other Party certain information which may be considered confidential or trade secret information ("Confidential Information"). Confidential Information shall include: (i) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (ii) non-public information of a Party if it is identified as confidential or proprietary before, during, or promptly after presentation and (iii) any information that should be reasonably understood to be confidential or proprietary to a Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Party agrees to receive and hold any Confidential Information in strict confidence. Each Party also agrees: (i) to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure; (ii) not to reveal, report, publish, disclose, transfer, copy, or otherwise use any Confidential Information except as specifically authorized by the other Party; (iii) not to use any Confidential Information for any purpose other than for performance under this Agreement; (iv) to restrict access to Confidential Information to those of its employees, agents, and contractors who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) to exercise at least the same standard of care and security to protect the Confidential Information received by it as it protects its own confidential information. If a Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the other Party as promptly as practicable so that such Party may seek a protective order or waiver for that instance.

Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of either Party; (ii) was in a Party's possession before receipt from the other Party; (iii) is rightfully received by a Party from a third party without any duty of confidentiality; (iv) is independently developed by a Party without use or reference to the other Party's Confidential Information; or (v) is disclosed with the prior written consent of the Parties.

Each Party shall return or destroy the Confidential Information upon written request by the other Party; provided, however, that each Party may retain one copy of the Confidential Information in order to comply with applicable law. Client understands and agrees that it may not always be possible to completely remove or delete all Confidential Information from Granicus' databases without some residual data.

#### 16. **No Assignments or Subcontracts.**

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior



written consent of COUNTY, which shall not be unreasonably withheld; provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. For purposes of this subparagraph, the consent of COUNTY may be given by the Chief Information Officer.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation, or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State, and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV, and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5), and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable

regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state, and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions, no more than once a year and during reasonable business hours.. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least three (3) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

## 22. **EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY**

(a) **EXCLUSION OF WARRANTIES.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus products and services; however, the Granicus products and services are provided "AS IS" and as available. EXCEPT AS PROVIDED ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

(b) LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, HOWEVER CAUSED.

23. **Procurement Piggybacking.** CONTRACTOR agrees to reasonably participate in any "piggybacking" programs pertinent to local government, and COUNTY agrees to reasonably allow any local government to "piggyback" off of COUNTY's efforts leading to this Agreement.

24. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

25. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office," "annual, and "leaving office" Statements of Economic Interest as a "consultant,, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

28. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

29. **Waiver or Delay.** Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.

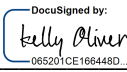
30. **Force Majeure.** Except for payment obligations, neither CONTRACTOR nor COUNTY will be liable for inadequate performance to the extent caused by a condition that was beyond the Party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance).

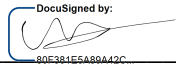
31. **Counterparts.** This Agreement may be signed in counterparts, which taken together shall constitute one and the same Agreement, and which may be signed and transmitted by facsimile or e-mail. Once this Agreement has been fully executed by all parties, any signed counterpart shall be equivalent to a signed original for all purposes.

*[Remainder of Page Left Blank Intentionally]*

**IN WITNESS WHEREOF**, this Agreement was executed by the Parties hereto as of the date first above written.

GRANICUS

By  \_\_\_\_\_  
KELLY OLIVER, VP of Contracts

By  \_\_\_\_\_  
RAJ AMIN, CFO

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
RYAN GREGORY, Chair  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> County Counsel</p> <p>Date: <u>January 24, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## **EXHIBIT “A”**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **I. DESCRIPTION OF SERVICES**

##### **A. Short-Term Rental Services:**

###### *1. Address Identification*

CONTRACTOR shall provide COUNTY with monthly email-delivered reports and, in coordination with the Software Services described below, a live web-delivered dashboard for the COUNTY to access, which reports and information provided through the dashboard, shall provide complete owner and operator identifications (if identifiable), address information (if identifiable), and screenshots of all online advertisements or solicitations, as to all identifiable short-term rentals or exchanges offered of dwelling units for less than 30 consecutive days (“STRs”) for all properties located in the unincorporated areas of Napa County (the “Jurisdiction”), including:

- Up-to-date lists of active STR listings in the Jurisdiction
- High resolution screenshots of all active listings (captured daily)
- Full address and owner and/or operator contact information for all identifiable STRs in the Jurisdiction
- All available listing and contact information for all STRs in the Jurisdiction whose locations are not identifiable

###### *2. Compliance Demands, Notices of Violation, and Compliance Monitoring*

CONTRACTOR shall provide systematic outreach to non-compliant STR owners and operators, including demand letters, notices of violation, and citations as requested and directed by COUNTY staff (using COUNTY’s form letters, notices, and citations). CONTRACTOR shall also provide ongoing monitoring of all STRs advertised and/or operating in the Jurisdiction for zoning and permit compliance with Napa County Code provisions and for compliance with any demands, notices, or citations sent out by CONTRACTOR on COUNTY’s behalf or sent out by COUNTY staff directly. CONTRACTOR shall also provide a monthly staff report on County’s zoning and permit compliance and properties that have been identified as being advertised for use as STRs. Full case history for STRs based on listing activity, and outreach letters, and hotline calls shall be captured in the CONTRACTOR’S platform.

##### **B. Software Services**

As stated in the Agreement, CONTRACTOR is granting COUNTY a non-exclusive, non-transferable license and right to access and use the CONTRACTOR’S Software and Internet-

based platform during the term of this Agreement, in accordance with the terms and conditions of the Agreement, and shall provide to COUNTY staff access to the platform and software through a dedicated webpage and dashboard for the COUNTY's use, and shall provide the COUNTY with the ability for an unlimited number of members of COUNTY staff to access the dashboard at any time through user id's and password access. CONTRACTOR shall provide training sufficient for COUNTY's administrators and users on how to use the dashboard and CONTRACTOR's software system and platform at no additional charge beyond the annual flat fee and shall provide reasonable troubleshooting expense to COUNTY at no additional charge. Such services and access are purchased as subscriptions, (b) additional service subscriptions may be added during a subscription term, with the pricing for such additional services, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscription.

**C. Amazon Web Services Private Cloud Services (if required by law)**

Set-up, management, and maintenance of COUNTY's private cloud on Amazon Web Services

- Owned by COUNTY, with configuration and maintenance by Host Compliance
- Other Services listed below to be run from COUNTY's private cloud
- Industry standard technical and organizational security measures
- Subject to the standard Customer Agreement for Amazon Web Services ()

**D. Customer Success Services**

CONTRACTOR shall provide the following Customer Success Services to COUNTY:

- 24/7 support through support.granicus.com which includes live chat.
- Assign a dedicated Senior Customer Success Consultant (for the longevity of the Agreement) and schedule quarterly business reviews.
- Assign an escalation consultant to respond to unresolved customer success issues.
- Schedule monthly Executive Steering Committee meetings.

**II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.



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

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Napa County CA

## Granicus Proposal for Napa County CA

### ORDER DETAILS

<b>Prepared By:</b>	John Watkins
<b>Phone:</b>	(323) 909-5189
<b>Email:</b>	john.watkins@granicus.com
<b>Order #:</b>	Q-151886
<b>Prepared On:</b>	12/03/2021
<b>Expires On:</b>	10/31/2021

### ORDER TERMS

<b>Currency:</b>	USD
<b>Payment Terms:</b>	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
<b>Current Subscription End Date:</b>	<b>Current Subscription End Date:</b> 10/31/2021
<b>Period of Performance:</b>	This Agreement shall become effective on 11/01/2021 and continue through 06/30/2022. Client will have the option to renew this Agreement for 3 period(s) of 1 year each. 11/01/2021 - 06/30/2022

Order #: Q-151886  
Prepared:





## PRICING SUMMARY

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

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
Address Identification	11/1/2021 to 6/30/2022	Quarterly	1 Each	\$15,986.51	\$10,657.67
Compliance Monitoring	11/1/2021 to 6/30/2022	Quarterly	1 Each	\$6,178.50	\$4,119.00
SUBTOTAL:				\$22,165.01	\$14,776.67

Napa County CA will receive a credit for the prorated Period of Performance of 11/1/2021 to 4/30/2022 in the amount of \$11,082.50.



FUTURE YEAR PRICING

Solution(s)	Period of Performance		
	07/01/2022 - 06/30/2023	07/01/2023 - 06/30/2024	07/01/2024 - 06/30/2025
Address Identification	\$15,986.51	\$15,986.51	\$15,986.51
Compliance Monitoring	\$6,178.50	\$6,178.50	\$6,178.50
SUBTOTAL:	\$22,165.01	\$22,165.01	\$22,165.01



## PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, &amp; Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> <li>- Updating listing activity and details every 3-5 days</li> <li>- Screenshot activity of every listing</li> <li>- Deduplication of listings into unique Rental Units</li> <li>- Activity dashboard and map to monitor trends and breakdown of compliance</li> </ul>
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> <li>- Configure letter templates with your branding and letterhead</li> <li>- Add as many letter sequences as you need for escalation</li> <li>- Monitor properties that become compliant after letter enforcement</li> </ul>



## TERMS & CONDITIONS

- 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 Napa 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.
- 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.

**BILLING INFORMATION**

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**  
*The pricing, terms, and conditions of quote Q-151886 dated 12/03/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

**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.

<b>Napa County CA</b>	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	