

**FIRST AMENDMENT
to Agreement between the
City of Chula Vista
and
Granicus, INC
For Granicus-1st Amendment to Agreement.docx**

This FIRST AMENDMENT (Amendment) is entered into effective as of July 1, 2022 (the “Effective Date”) by and between the City of Chula Vista (City) and Granicus, INC (Consultant) with reference to the following facts:

RECITALS

WHEREAS, City and Consultant previously entered into a Granicus-1st Amendment to Agreement.docx (the “Original Agreement”) on March 1, 2019; and

WHEREAS, City and Consultant desire to amend the Agreement to Extend current services for two (2) additional years and increase the Not to Exceed amount to \$130,000 as more specifically set forth below; and

WHEREAS In order to procure these services City solicited proposals in accordance with Chula Vista Municipal Code Section 2.56.110. C for contracts of \$50,000 or more, received three (3) proposals and selected Consultant as the most qualified amongst those submitting.

NOW, THEREFORE, for valuable consideration and in consideration of the above Recitals and the mutual obligations of the parties set forth herein, City and Consultant agree as follows:

1. Exhibit A, entitled Amended Scope of Work and Payment Terms is hereby amended as provided in Exhibit A, attached hereto and incorporated herein by this reference.
2. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
3. Each party represents that it has full right, power and authority to execute this FIRST Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO FIRST
AMENDMENT
TO
GRANICUS-1ST AMENDMENT TO AGREEMENT.DOCX**

GRANICUS, INC

CITY OF CHULA VISTA

BY: _____
JESSICA YANG*
MANAGER

BY: _____
MARIA KACHADOORIAN
CITY MANAGER

ATTEST

BY: _____
KERRY K. BIGELOW, MMC
CITY CLERK

APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY

** Signature authority required.*

[https://chulavistaca-my.sharepoint.com/personal/mshirey_chulavistaca_gov/Documents/Covid-19 Work From Home/Agreements/Finance/Granicus-HostCompliance/Granicus-1stAmend2HostComplianceAgt\(2\)\(002\)-7.26.22-EScribeFinal.docx](https://chulavistaca-my.sharepoint.com/personal/mshirey_chulavistaca_gov/Documents/Covid-19%20Work%20From%20Home/Agreements/Finance/Granicus-HostCompliance/Granicus-1stAmend2HostComplianceAgt(2)(002)-7.26.22-EScribeFinal.docx)

EXHIBIT A
AMENDED
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Meya Alomar
276 4th Avenue, Chula Vista CA 91910
619-585-5688
malomar@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.us

B. Contractor/Service Provider Contract Administration:

GRANICUS, INC
408 Saint Peter Street, Suite 600, Saint Paul, MN 55102
800-314-0147
renewals@granicus.com

For Legal Notice Copy to:

Jessica Schubbie
408 Saint Peter Street, Suite 600, Saint Paul, MN 55102
800-314-0147
Jessica.shubbie@granicus.com

2. Required Services

A. General Description:

The Consultant will provide services to the City that include ordinance compliance, (with recommendations to update as needed), legal updates relating to short rental services, collections, reporting, and auditing of platform providers (Airbnb, VRBO, Craigslist, etc.). The Consultant may be asked to represent the City in negotiations with the online short-term rental services platform providers to ensure compliance with all regional and local laws. The administration of the TOT ordinance would be limited to short-term rentals and include all platforms and any platforms that may come online from time to time.

B. Detailed Description:

Consultant to provide:

An audit of TOT compliance for short-term rentals provided by the identified platforms above and any platforms that may come on line from time to time. Administration of a TOT compliance program for short-term rentals in the City. Assistance with City Ordinances and Legal updates relating to short-term rentals as needed Reporting and Collections relating to short-term rentals.

Subscriptions: Subject to and conditioned on City's payments pursuant to this Agreement, Consultant hereby grants City a non-exclusive, non-transferable right to access and use the certain hosted software and provide all other services necessary for City's productive use of such software (the "Services") during the term of this Agreement, in accordance with the terms and conditions of this Agreement. Services are purchased as subscriptions, 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 any added subscriptions will terminate on the same date as the underlying subscription.

Provision of Services. City and City's end-users (End Users) may access and use the Services and any other Services that may be ordered by the City from time to time pursuant to a valid subscription in accordance with the terms of this Agreement.

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin July 1, 2022 and end on June 30, 2024 for completion of all Required Services.

4. Compensation:

A. Form of Compensation

☒ **Subscription Fee.** For performance of all of the Required Services by Consultant as herein required, City shall pay a total fee of \$32,495.10 for the first year and \$34,769 for the second year. Fees shall be based on the rolling average number of listings for the prior year.

Subscription fees:

	Year 1	Year 2
Address Identification	\$12,060	\$12,904
Compliance Monitoring	\$4,775	\$5,109
Rental Activity Monitoring	\$6,366	\$6,812
Mobile Permitting & Registration	\$4,647	\$4,972
Tax Collection	\$4,647	\$4,972

☒ **Time and Materials.** For performance of the Required Services by Consultant as identified in Section 2.B.3., above, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of the Required Services, at the rates or amounts as indicated below:

Assistance with City Ordinances and legal updates relating to short term rentals as needed at a rate of \$200 per hour. This hourly rate will not apply to the first five (5) hours of these services performed by Consultant, as the compensation for those five (5) hours is included in the annual fixed fee.

B. Reimbursement of Costs

☒ Invoiced or agreed-upon amounts as follows:

Incremental Postage fees associated with sending certified or registered letters for compliance notifications.

ACH processing fees which will be passed along to the TOT payee, to the extent explicitly allowed by law.

Notwithstanding Section 2.2 (Detailed Invoicing) of the Agreement, Consultant invoices shall be detailed at the level of the categories listed above under 4A and 4B of this Exhibit A. With regard to Section 2.4 (Retention Policy) of the Agreement, Project Completion shall be defined as acceptable performance for the prior month and reviewed and determined by the City on a monthly basis, with any holdback amounts to be issued to Consultant within thirty (30) days of each invoice.

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant pursuant to this Agreement shall not exceed \$130,000.

AND

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through June 30, 2024 shall not exceed \$130,000. If the City exercises its option to extend the Agreement, the amount to be paid to the Consultant for services provided during the term of that extension shall not exceed N/A. If the City exercises all additional options to extend the Agreement, the total amount to be paid to the Consultant for services provided during the initial and optional extension periods shall not exceed N/A.

5. Special Provisions:

☒ Confidential Information. City understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Consultant, or except as required by law, any Confidential Information of Consultant, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of Consultant. Notwithstanding the foregoing, Consultant understands that City is a public agency subject to certain public disclosure laws, including the Public Records Act. Consultant agrees that City's compliance with such laws, as determined in City's sole discretion, will not constitute breach of this Agreement.

☒ Consent to use City Data and Marks. City hereby irrevocably grants all such rights and permissions in or relating to City data to Consultant: (i) to perform the Services; (ii) to enforce this Agreement and exercise Consultant rights hereunder; and (iii) to use for any lawful purpose. City hereby grants to Consultant a license to use, reproduce and display City's name and logos in accordance with City's Graphic Standards and in connection with: (i) Consultant performance of its obligations hereunder; (ii) include City's name and logos in its lists of Consultant current or former customers, and (ii) with City's prior consent, for promotional and marketing purposes such as developing promotional press releases, case studies, and reports.

☒ Validated Data. In the course of providing the Services, Consultant performs significant work validating and confirming various data sets including, without limitation, postal addresses, property owner information, and listing de-duplication ("Validated Data"). Validated Data may include data otherwise classified as City data, Services, or Publicly Available Data. City will endeavor not to disclose Validated Data to a competitor of Consultant during the term of this Agreement. Notwithstanding the foregoing, Consultant understands that City is a public agency subject to certain public disclosure laws, including the Public Records Act. Consultant agrees that City's compliance with such laws, as determined in City's sole discretion, will not constitute breach of this Agreement.

☒ Termination by Consultant. Consultant may terminate this Agreement, effective on written notice to City, if City fails to pay any amount when due hereunder, and such failure continues more than 10 days after Consultant's delivery of written notice hereof.

☒ Exclusion of Warranties. Except as explicitly set forth in this Agreement, Consultant makes no other representation, warranty or condition, express or implied, and expressly excludes all implied or statutory warranties or conditions of merchantability, merchantable quality, durability or fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade with respect to the Services. Consultant does not make any representations or warranties of any kind to client with respect to any third party software forming part of the Services.

☒ Procurement Piggybacking. Consultant agrees to reasonably participate in any "piggybacking" programs pertinent to local government, and City agrees to reasonably allow any local government to "piggyback" off of City's efforts leading to this Agreement.