

**RESOLUTION NO. 2023 - 440**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH SWAGIT PRODUCTIONS, LLC., UNDER SS 20-79; VIDEO STREAMING, ARCHIVING SOLUTION, AND CLOSED CAPTION SERVICES**

**RECITALS**

**WHEREAS**, Swagit Productions, LLC., was awarded a contract under SS 20-79; Video Streaming, Archiving Solution, and Closed Caption Services, dated September 28, 2020; and

**WHEREAS**, the County was notified that Swagit Productions, LLC., was acquired by Granicus, LLC., in October 2022, and while Swagit Productions, LLC., has been operating under the Swagit Productions, LLC., name since the effective date of the Contract, they are now requesting their contracts to be assigned to Granicus, LLC; and

**WHEREAS**, the assignment shall be governed by the terms and conditions of the contracts awarded to Swagit Productions, LLC., under SS 20-79; and

**WHEREAS**, the work awarded under the Contract is funded by the respective County Department requesting the Purchase Order; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into the contracts to complete the work services serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to assign General Services Agreement No: 20-MCC-SWA-12556 to Granicus, LLC.

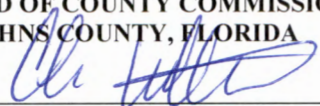
Section 3. The County Administrator, or designee, is further authorized to execute a Consent to Assignment Agreement with Granicus, LLC., which shall serve to obligate Granicus, LLC., to take ownership of all responsibilities and obligations previously required of Swagit Productions, LLC.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

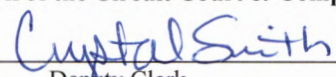
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, on this 7th day of November, 2023.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

Rendition Date: NOV 08 2023

By:   
Christian Whitehurst, Chair

**ATTEST: Brandon J. Patty,**  
*Clerk of the Circuit Court & Comptroller*

By:   
Deputy Clerk



CONSENT TO ASSIGNMENT  
SS 20-79; Video Streaming, Archiving Solutions, and Closed Caption Services  
Master Contract No: 20-MCC-SWA-12556

This Consent to Assignment Agreement (Agreement) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between St. Johns County (County), a political subdivision of the State of Florida and **Granicus, Inc.**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract No: 20-MCC-SWA-12556, dated as of September 28, 2020.

WHEREAS, Consultant and Assignee wish to transfer and assign to the Assignee all of the Consultant's rights and interests in and to, any obligations under Master Contract No: 20-MCC-SWA-12556, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 14 of Master Contract No: 20-MCC-SWA-12556, the Consultant may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on October 5, 2023 a letter dated March 28, 2023 was received indicating Granicus, Inc. provided its written request to the assignment of its rights, interests, and obligations in Master Contract No: 20-MCC-SWA-12556, to the Assignee (see Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 14 of Master Contract No: 20-MCC-SWA-12556, the County approves assignment of the Consultant's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Assignment and Assumption.** The County hereby approves assignment of Master Contract No: 20-MCC-SWA-12556, to Assignee, who shall acquire all of the Consultant's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Consultant as provided in Master Contract No: 20-MCC-SWA-12556.
2. **Incorporation of Terms and Conditions.** Master Contract No: 20-MCC-SWA-12556 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provisions contained in Master Contract No: 20-MCC-SWA-12556 shall remain in full force and effect.
3. **Effectiveness.** This Assignment Agreement shall be effective as of the date first set forth above.
4. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. **Counterparts.** This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement,

and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the dates first set forth below.

**COUNTY:**

**ASSIGNEE:**

St. Johns County, FL

Granicus, Inc.

County Name

Company Name

\_\_\_\_\_  
Signature by County Representative

\_\_\_\_\_  
Signature by Assignee Representative

Leigh A. Daniels, CPPB

\_\_\_\_\_  
Printed Name Assignee Representative

Printed Name – County Representative

Printed Name Assignee Representative

Purchasing Manager

\_\_\_\_\_  
Printed Title – Assignee Representative

Printed Title – County Representative

Printed Title – Assignee Representative

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Office of County Attorney

\_\_\_\_\_  
Date of Execution

**ATTEST:**

**ST. JOHNS COUNTY, FL  
CLERK OF CIRCUIT COURT & COMPTROLLER**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

March 28, 2023

**RE: Acquisition of Swagit Productions, LLC**

On October 12, 2022, Swagit Productions, LLC, its affiliates and subsidiaries was acquired by Granicus. If you are located in the United States, Granicus, LLC will be assuming all the rights and obligations under the agreement between Swagit and its subsidiaries and your organization, including all operations, support and client care. If you are located in Canada, the entity that will be responsible for all obligations under your current agreement will be Granicus Canada Holdings, ULC.

Granicus, LLC.

FEIN: 41-1941088.

Granicus Canada Holdings, ULC.

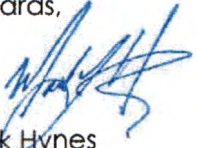
Business Number (BN): 734417678

Registry ID: BC1250375

Registered Office Location: Victoria, BC

If you have any further questions regarding the acquisition, please feel free to contact us at [contracts@granicus.com](mailto:contracts@granicus.com).

Regards,



Mark Hynes  
CEO

**Washington D.C.**  
1152 15th Street NW, Suite 800  
Washington, DC 20005  
202.407.7500

**Denver**  
1999 Broadway, Suite 3600  
Denver, CO 80202  
800.314.0147

**Saint Paul**  
408 St. Peter St, Suite 600  
Saint Paul, MN 55102  
651.726.7309

**United Kingdom**  
15 Worship Street  
EC2A 2DT, London  
+44 (0) 1293 804622

**AGREEMENT FOR  
VIDEO STREAMING SERVICES**

**SAINT JOHNS COUNTY  
and  
SWAGIT PRODUCTIONS, LLC**

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This Agreement for Video Streaming Services ("Agreement") is made by and between Saint Johns County ("County"), with offices at 500 San Sebastian View, St. Augustine, Florida 32084, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 12801 N. Central Expressway, Suite 900, Dallas, Texas 75243, effective as of the date written below.

**RECITALS**

- A. The County desires to enter into this Agreement in order to obtain video streaming services for scheduled meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein, in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the County desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Provider agree as follows:

**1. SERVICES TO BE PERFORMED BY PROVIDER**

Provider agrees to perform the following services:

- 1.1 Provider agrees to provide the work and services as set forth in detail in Exhibit "A" (entitled "Scope of Services" and so called herein) attached hereto and hereby

incorporated as part of this Agreement. All of the terms and conditions set forth and pertaining to the services in Exhibit "A" shall be incorporated in this Agreement as if fully set forth herein.

## 2. COMPENSATION OF PROVIDER

2.1 Provider agrees to provide all of the services and equipment set forth in the Scope of Services and as described herein for the following amounts:

(a) The County shall pay to Provider a monthly fee in the amount of **Four Thousand Twenty-Five and No/100 Dollars** (\$4,025.00) for on-demand streaming, live video streaming, closed captions, social media eXstream and sound search (as identified and described on the attached Exhibit "A", page 3, "*Streaming Video Monthly Managed Services*").

2.2 Except as set forth herein, payments will be processed on a monthly basis (the County may elect annual basis) with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be made promptly and without undue delay, and in no circumstance beyond 60 days from the due date.

2.3 Should the County fail to pay any invoice that is outstanding more than 60 days, a 5% service fee may be applied to the total amount of that invoice, not including any shipping or sales tax.

## 3. RIGHTS AND OBLIGATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the County as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the County. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

3.2 Provider's Control of Work. All services to be provided by Provider shall be performed as determined by the County in accordance with the Scope of Services set forth in Exhibit "A." Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel.

3.3 Reports to the County. Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the County and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the County and the rights of the County, as set forth in the Scope of Services, and the right of

the County to audit Provider's records.

- 3.4 Compliance with All Laws. Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by laws, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.
- 3.5 Organization and Authorization. Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) it has the right and authority to sell the software to the County; (vi) all software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the County.
- 3.6 No Conflict. Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.
- 3.7 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit (as identified and described in the Scope of Services, page 3, "*Streaming Video Hardware*") not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the County's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the County, for the life of the contract; and (iv) in the event of a complete hardware failure within the warranty period, Provider shall overnight replacement parts and/or a new server at its sole expense.
- 3.8 Provider's Service Network. Provider's content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar

with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored and viewable to the public on the Provider's networks for a period of three years or as defined by the managed services agreement. All Content is stored and backed up offline indefinitely for the life of the Agreement. Content can also be stored locally on the County's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. County is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP but in such an event the County is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the County may verify compliance with these policies at any time in consultation with Provider engineers and officers.

#### 4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the County's Authorized Representative:	To Provider:
Michael Ryan	David Owusu
Communications Manager	Director of Streaming Media
Saint Johns County	Swagit Productions, LLC
500 San Sebastian View	12801 North Central EXPY, Suite 900
St. Augustine, Florida 32084	Dallas, Texas 75243
904-209-0549	800-573-3160

Notice shall be deemed given upon receipt by the party to whom it is sent.

#### 5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the County, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or



any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

**6. INSURANCE**

Provider and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The County in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

**A. Minimum Scope and Limits of Insurance.** Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

- 1. Commercial General Liability - Occurrence Form  
 (Form CG 0001, ed. 10/93 or any replacements thereof)
 

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional
  
- 2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000
  
- 3. Professional Liability \$1,000,000
  
- 4. Cyber-Liability

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

**B. SELF-INSURED RETENTIONS/DEDUCTIBLES:** Any self-insured retentions and deductibles must be declared to and approved by the County. If not approved, the

County may require that the insurer reduce or eliminate such self-insured retentions with respect to the County, its officers, agents, employees, and volunteers.

**C. OTHER INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability Coverages:

- a. Saint Johns County, its officers, officials, agents, and employees are additional insured with respect to liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
- b. The Provider's insurance shall contain broad form contractual liability coverage.
- c. The County, its, officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
- d. The Provider's insurance coverage shall be primary insurance with respect to the County, its, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.
- e. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- g. The policies shall contain a waiver of subrogation against the County, its officers, officials, agents, and employees for losses arising from work performed by the Provider for the County.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents, employees and volunteers for losses arising from work performed by the Provider for the County.

6.1 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be amended, suspended, voided or canceled except after sixty (60) days prior written notice has been given to the County, except when cancellation is for non-payment of premium,

then at least ten (10) days prior notice shall be given to the County. Such notice shall be sent directly to:

**Michael Ryan  
Communications Manager  
Saint Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084**

- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Florida and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.
- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements shall be received and approved by the County before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **Michael Ryan, Communications Manager, Saint Johns County, 500 San Sebastian View, St. Augustine, FL 32084.** The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to request and receive within ten (10) days, complete, certified copies of all insurance policies required by this Agreement at any time. The County shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

- 6.4 Subcontractors. Providers' certificate(s) shall include all subcontractors as additional insured under its policies or Provider shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 6.5 Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the County Attorney's office, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 Events of Default Defined. The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the County;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;

7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the County;

7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the County as unsatisfactory or erroneous;

7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;

7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and

7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this agreement.

7.2.1 Upon the occurrence of any Event of Default, the County may declare Provider in default under this Agreement. The County shall provide written notification of the Event of Default and any intention of the County to terminate this Agreement. Upon the giving of notice, the County may invoke any or all of the following remedies:

7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;

7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;

- 7.2.1.3 The right to monetary damages;
  - 7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;
  - 7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the County; and
  - 7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.
- 7.2.2 The County may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the County, and that if the County allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the County be deemed to waive or relinquish any of its rights under this Agreement.
- 7.3 Right to Offset. Any excess costs incurred by the County in the event of termination of this Agreement for default, or in the event the County exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the County the balance upon written demand from the County.

## 8. GENERAL PROVISIONS

- 8.1 Headings. The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 8.2 Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Florida. Provider hereby submits itself to the original jurisdiction of those courts located within Saint Johns County, Florida.
- 8.3 Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.
- 8.4 Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

- 8.5 Assignment. This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by either the County or Provider without prior written consent of the other.
- 8.6 Conflict of Interest. Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.
- 8.7 Authority to Contract. Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.
- 8.8 Integration. This Agreement represents the entire understanding of County and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.
- 8.9 Non-appropriation. If the Board of Directors does not appropriate funds to continue this Contract and pay for charges hereunder, the County may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the County's payment obligations hereunder. The County agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice.
- 8.10 Subcontractors. This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the County. No Subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The County shall deal through Provider and any Subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the County for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the County and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 8.11 Waiver. No failure to enforce any condition or covenant of this Agreement by the County shall imply or constitute a waiver of the right of the County to insist upon performance of the condition or covenant, or of any other provision of this Agreement, nor shall any waiver by the County of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement.

- 8.12 Discrimination. In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.
- 8.13 Ownership of Information. Any drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by the Provider in connection with this Agreement shall become the exclusive property of the County. Provider may keep copies of such documents for its records.
- 8.14 Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall insure to the benefit of the County and Provider, and their respective legal representatives, successors, and assigns.
- 8.15 No Third Party Beneficiaries: This Agreement and all of its provisions are solely for the benefit of Provider and the County and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or utility.
- 8.16 Survival of Covenants: Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.
- 9.1 Disclosure of Agreement Terms. The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the County. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Swagit's sole discretion and for any reason.
- 9.2 Included Parties; Interlocal Agreement. Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the County, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the County to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.
- 9.3 Political Subdivision Participation. The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the County, based upon substantially the same terms and conditions of this Agreement, with the

exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

## 10. PUBLIC RECORDS

- 10.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- 10.2 In accordance with Florida law, to the extent that Provider's performance under this Agreement constitutes an act on behalf of the Provider in conjunction with this Agreement. Specifically, if Provider is expressly authorized, and acts on behalf of the County under this Agreement, Provider shall:
- 10.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - 10.2.2 Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - 10.2.3. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - 10.2.4. Meet all requirements for retaining public records, and transfer at Provider's sole cost and expense, all public records in the possession of Provider upon termination of this Agreement. Provider shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the Provider in a format that is compatible with information technology systems maintained by the County.
- 10.3 Failure by Provider to grant such public access shall be cause for unilateral termination of this Agreement by the County. Provider shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Provider's possession and shall promptly provide the County a copy of Provider's response to each such request.



10.4 Nothing in this section shall require Provider to provide online streaming of meetings for longer than the duration set forth in the Scope of Services. The County acknowledges that if it wishes to obtain online streaming services from the Provider for a longer duration, such services will be subject to the prices for Optional Services/Overages/Individual Pricing set forth in the Scope of Services.

11. DURATION

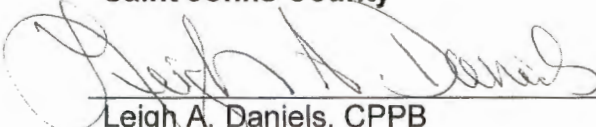
This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement may be renewed at the County's option for a maximum of five (5) additional one-year terms. The County shall provide written notice of such renewal no less than ninety (90) days prior to the end of the then current term.

12. COUNTERPARTS; EXECUTION OF AGREEMENT

12.1 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

12.2 Execution of Agreement. The County shall first sign this Agreement in one or more counterparts and deliver them to Provider. This Agreement shall not be effective until Provider accepts and signs this Agreement in one or more counterparts at its corporate offices in Dallas, Texas, and delivers to the County a counterpart of this Agreement signed by the County and Provider.

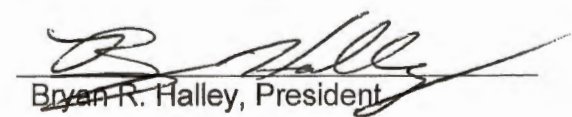
**Saint Johns County**



Leigh A. Daniels, CPPB  
Purchasing Manager

9/28/20  
Date of Execution:

**Swagit Productions, LLC**



Bryan R. Halley, President

10/05/2020  
Date of Execution:

ATTEST:

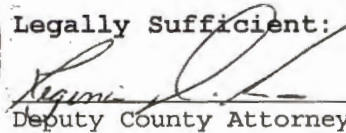
St. Johns County, FL  
Clerk of Courts

By: Crystal Smith  
Deputy Clerk

9/28/20  
Date of Execution



Legally Sufficient:

  
Regina P. K.  
Deputy County Attorney

10/12/2020  
Date of Execution

ST JOHNS COUNTY

OCT 09 '20

PURCHASING

**EXHIBIT A**  
**SCOPE OF WORK**

## *Scope of Services – Exhibit A*

### EASE Solution

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Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from the staff. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

**Swagit's EASE solution integrates with all Document/Agenda Management solutions.**

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include unlimited storage for meetings and special content.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips. Meetings typically begin to post to a VOD account within 3-4 hours from the end of a meeting, depending on the client's connectivity speed and bandwidth. Notwithstanding any technical or network issues, fully indexed meetings are available on a client's site in less than 24 hours.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit by default delivers content in the HTML5 and Flash streaming video formats. These formats have proven themselves as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.

# EASE Solution

- **Monitoring**

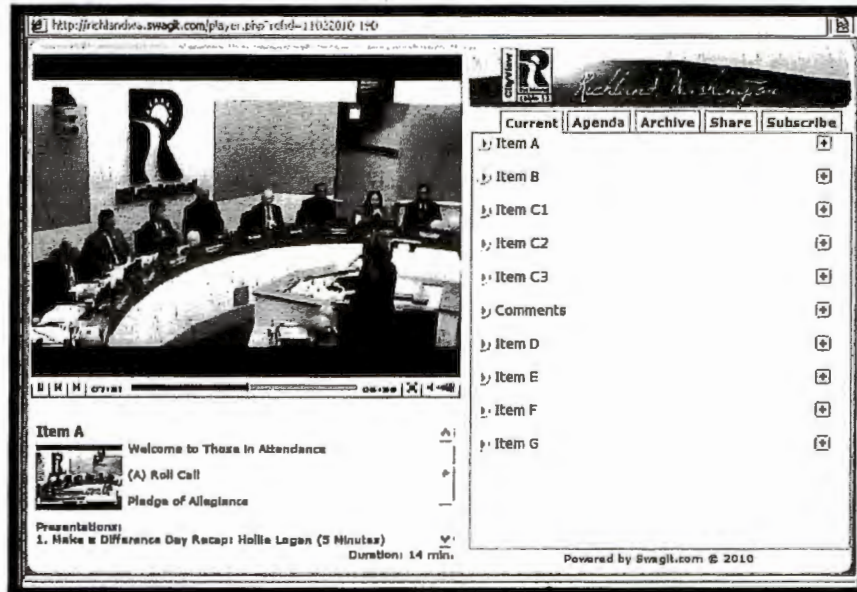
Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

- **Statistics**

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in-depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

- **Support**

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



# Investment-Streaming Video

## Streaming Video Hardware

Item Description	Type	Delivered
Hardware/Software/Provisioning	2U	March 2019
Swagit CaptionPrime Streaming Appliance: EASE Captioning Encoder with One baseband HD-SDI or HDMI capture up to 1080p30, embedded audio or One IP H.264 encode/transcode single channel license or HEVC SD/HD encoding/transcoding. Includes EASE Software Tools, System Burn-in, Rackmount Kit, Branded Video Library Design, Branded Player Design, Closed Caption Software for Web Captions, Remote Installation, Migration of 3 Years of Content from Previous Vendor and Swagit's 3 Year Full System Warranty.		

## Captions Encoder

Item Description	Delivered
SDI CC Encoding Hardware: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMatch technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.	March 2019

## Streaming Video Monthly Managed Services

Item Description	Monthly Cost
Package 3: Up To 75 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream, Social Media eXstream, Sound Search and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).  Includes: Live and video on-demand closed captioning for 75 meetings per year, with a VOD captions turnaround time of 4 - 5 business days from the end of the meeting.	\$4,025.00

## Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	\$150.00
Each Additional Captioned Meeting	\$350.00
Programming, Development or Design Implementation	\$120.00/hour



## St. Johns County Board of County Commissioners

Purchasing Division

October 13, 2020

Swagit Productions, LLC  
Attn: Accounting Dept.  
12801 N Central Expressway, Suite 900  
Dallas, TX 75243

**RE: SS. No: 20-79 – Video Steaming, Archiving Solution, and Closed Caption  
Master Contract No: 20-MCC-SWA-12556**

Dear Mr. Halley,

Enclosed, please find a fully executed original copy of Agreement between County and Provider for the above referenced project your files.

Please feel free to contact me, at the information provided below, with any questions you may have.

Sincerely,  
*St. Johns County, FL*  
*Purchasing Department*

A handwritten signature in black ink, appearing to read "Leigh A. Daniels".

Leigh A. Daniels, CPPB  
Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)

CC: SJC Minutes & Records  
SJC Purchasing Bid No: 20-08R Master Contract File

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>GRANICUS LLC</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input checked="" type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b>  <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>408 SAINT PETER STREET, SUITE 600</b></p>	<p>Requester's name and address (optional)</p> <p><b>Remit Payment To Address;</b> <b>Dept CH - Box 19634</b> <b>Palatine, IL 60055-9634</b></p>
	<p><b>7</b> List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
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<b>or</b>											
<b>Employer identification number</b>											
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4	1	-	1	9	4	1	0	8	8		

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Minji Lee</i>	Date ▶ 1/5/2023
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**RST MIDCO, INC.**

**ACTION BY WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS**

**May 11, 2022**

Pursuant to Sections 108(c) and 141(f) of the Delaware General Corporation Law and the bylaws of RST Midco, Inc., a Delaware corporation (the “**Corporation**”), the undersigned, constituting all members of the board of directors of the Corporation (the “**Board**”), hereby take the following actions and adopts the following resolutions by written consent:

*Approval of Membership Interest Purchase Agreement*

**WHEREAS**, the Board has considered the terms of a proposed Membership Interest Purchase Agreement including all exhibits and schedules thereto (the “**Purchase Agreement**”), by and among the Corporation, Swagit Productions, LLC, a Texas limited liability company (the “**Company**”), Bryan Halley, David Owusu and Daniel Kerr, the sole members of the Company (each, a “**Seller**” and collectively, the “**Sellers**”) and the Sellers’ Representative (as defined in the Purchase Agreement), in substantially the form attached hereto as Exhibit A, pursuant to which the Sellers will sell to the Corporation the Acquired Equity Interests (as defined in the Purchase Agreement) in exchange for the Total Consideration (as defined in the Purchase Agreement) (the “**Purchase**”); and

**WHEREAS**, the Board has determined it is advisable and in the best interests of the Corporation to enter into the Purchase Agreement and to consummate the transactions contemplated therein.

**NOW, THEREFORE, BE IT RESOLVED**: That the Board hereby authorizes and approves the form, terms and provisions of the Purchase Agreement, including the Purchase and all other transactions contemplated by the Purchase Agreement.

**RESOLVED FURTHER**: That, subject to and contingent upon the consummation of the Purchase, the Board hereby approves the payment of the Total Consideration.

**RESOLVED FURTHER**: That each officer of the Corporation is hereby authorized to execute and deliver, on behalf of the Corporation, the Purchase Agreement and any other certificates, agreements, instruments and documents as such officer may deem necessary or appropriate to consummate the transactions contemplated by the Purchase Agreement.

**RESOLVED FURTHER**: That each officer of the Corporation is hereby authorized to prepare, execute and file on behalf of the Corporation such governmental filings as may be necessary or required by law in connection with the transactions contemplated by the Purchase Agreement.

*Retention Bonus Approval*

**WHEREAS**, in connection with the acquisition of the Company pursuant to the Purchase Agreement, the Corporation will cause the Company to pay, on or around the date that is twelve (12) months from the date



of the closing of the Purchase, certain individuals a cash retention bonus in the total aggregate amount of [REDACTED] (the “**Retention Bonuses**”).

**WHEREAS**, the Board has been presented with a form of letter, in substantially the form attached hereto as Exhibit B, that sets forth the terms of the Retention Bonuses (the “**Retention Bonus Letter**”).

**WHEREAS**, the Board deems it in the best interests of the Corporation and its stockholders to approve the Retention Bonuses in accordance with the terms of the form of Retention Bonus Letter.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby approves the grant of the Retention Bonuses subject to the terms of the Retention Bonus Letter, with such changes as the appropriate officers of the Company deem necessary or appropriate consistent with the intent of the foregoing resolutions, with such approval to be conclusively evidenced by their execution and delivery thereof.

**RESOLVED FURTHER**, that the appropriate officers of the Corporation be, and each hereby individually is, authorized, empowered and directed to execute and deliver on behalf of the Corporation all documents, and to take such action, as such officers may deem necessary or appropriate to carry out the intent and purposes of the foregoing resolutions and which may be required by applicable laws.

**RESOLVED FURTHER**, that any and all actions heretofore or hereafter taken by such officers of the Corporation within the terms of any of the foregoing resolutions are hereby ratified and confirmed in all respects.

#### ***Omnibus Resolutions***

**RESOLVED:** That the proper officers of the Corporation be, and each hereby is, authorized and directed, for and on behalf of the Corporation and in its name, to execute, file and deliver, such further agreements, documents and other instruments as any such officer may deem necessary or appropriate to effectuate the intent of the foregoing resolutions; and that the taking of any action or the execution of any instrument by an officer of the Corporation in connection with the foregoing resolutions shall be conclusive of his or her determination that the same was necessary to serve the best interests of the Corporation.

**RESOLVED FURTHER:** That all acts and deeds heretofore done by any director or officer of the Corporation intended to carry out the intent of the foregoing resolutions are hereby ratified and approved in all respects.

**IN WITNESS WHEREOF**, the undersigned has executed this Action by Written Consent of the Board as of the date set forth below. Any copy, facsimile or other reliable reproduction of this action by written consent of the sole director may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This Action by Written Consent of the Board shall be filed with the minutes of the proceedings of the Board.

DocuSigned by:  
*Tom Spengler*  
053FC1BCCB814B7...  
\_\_\_\_\_  
Tom Spengler

Date: \_\_\_\_\_

DocuSigned by:  
*Neha Vaidya*  
59381AEAA00A4D4...  
\_\_\_\_\_  
Neha Vaidya

Date: \_\_\_\_\_

*EXECUTION*

**AGREEMENT AND PLAN OF MERGER**

by and among

**GRANICUS, INC.,**

**RUSHMORE MERGER SUB, INC.,**

**ROCK SOLID TECHNOLOGY, INC.**

and

**SHAREHOLDER REPRESENTATIVE SERVICES LLC,**

as the Securityholder Representative

**MADE AND ENTERED INTO AS OF AUGUST 22, 2022**

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”) is made and entered into as of August 22, 2022, by and among Granicus, Inc., a California corporation (“**Parent**”), Rushmore Merger Sub, Inc., a Delaware corporation and a wholly-owned Subsidiary of Parent (“**Merger Sub**”), Rock Solid Technology, Inc., a Delaware corporation (the “**Company**”), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative, agent and attorney-in-fact of the Securityholders (the “**Securityholder Representative**”). Capitalized terms in this Agreement have the respective meanings ascribed to them in this Agreement or in Annex A.

#### RECITALS

A. Each of Parent, Merger Sub and the Company believe it is in the best interests of each such entity and its respective equityholders that Parent acquire the Company through the statutory merger of Merger Sub with and into the Company (the “**Merger**”), with the Company as the surviving corporation (the “**Surviving Corporation**”), upon the terms and subject to the conditions set forth in this Agreement.

B. Pursuant to the Merger, among other things, all of the Company Securities outstanding as of the Closing shall be converted into the right to receive the consideration set forth herein.


C. Concurrently with the execution and delivery of this Agreement, each Person set forth on Annex E-1 (each, an “**Institutional Rollover Securityholder**”) and each Person set forth on Annex E-2 (each, a “**Management Rollover Securityholder**”, and together with each Institutional Rollover Securityholder, each a “**Rollover Securityholder**” and collectively, the “**Rollover Securityholders**”), has entered into an agreement in the form attached hereto either as Exhibit E-1 or Exhibit E-2 (the “**Rollover Agreements**”), pursuant to which, among other things, the Rollover Securityholders agree to contribute the Company Capital Stock set forth therein (the “**Contributed Shares**”) to Topco in exchange for units in Topco, and if applicable, then contributing such Topco units to Aggregator in exchange for units of Aggregator, as set forth therein, immediately prior to, and contingent upon, the Closing (the “**Rollover Transaction**”), which such Rollover Agreements shall be in full force and effect as of the Closing.

D. In connection with the Rollover Transaction and the consummation of the transactions set forth in this Agreement, each Institutional Rollover Securityholder has delivered a joinder to the Topco LLC Agreement in the form of Exhibit H-1 attached hereto (the “**Joinder to Topco LLC Agreement**”) and each Management Rollover Securityholder has delivered a joinder to the Aggregator LLC Agreement in the form of Exhibit H-2 attached hereto (the “**Joinder to Aggregator LLC Agreement**”), which joinders shall be contingent upon, and effective following, the Closing.

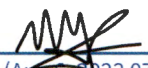
E. Immediately following the Rollover Transaction and prior to the consummation of the transactions contemplated by this Agreement, Topco will contribute the Rollover Shares (as defined in the Rollover Agreements) to Wildebeest Finco, LLC, a Delaware limited liability company (“**Finco**”); Finco will then contribute the Rollover Shares to Wildebeest Intermediate, LLC, a Delaware limited liability company (“**Intermediate**”); Intermediate will then contribute

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and the Securityholder Representative have caused this Agreement to be signed, all as of the date first written above.

**GRANICUS, INC.**

  
By: Mark J. Hynes (Aug 6, 2022 07:57 MDT)  
Name: Mark Hynes  
Title: Chief Executive Officer

**RUSHMORE MERGER SUB, INC.**

  
By: Mark J. Hynes (Aug 6, 2022 07:57 MDT)  
Name: Mark Hynes  
Title: Chief Executive Officer

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and the Securityholder Representative have caused this Agreement to be signed, all as of the date first written above.


**GRANICUS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**RUSHMORE MERGER SUB, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ROCK SOLID TECHNOLOGY, INC.**

DocuSigned by:  
By:  \_\_\_\_\_  
Name: Tom Spengler  
Title: Chief Executive Officer

**SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as the Securityholder Representative**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Parent, Merger Sub, the Company and the Securityholder Representative have caused this Agreement to be signed, all as of the date first written above.

**GRANICUS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**RUSHMORE MERGER SUB, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ROCK SOLID TECHNOLOGY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SHAREHOLDER REPRESENTATIVE SERVICES LLC, solely in its capacity as the Securityholder Representative**

By:  \_\_\_\_\_  
Name: Sam Riffe  
Title: Managing Director



granicus.com



December 6, 2022

Dear Customer,

On October 12<sup>th</sup>, 2022 Granicus, the leading provider of cloud-based government transparency, legislative management, and digital marketing solutions for government agencies across North America and the United Kingdom, completed the acquisition of Rock Solid. Granicus and Rock Solid share a long commitment of developing and growing digital modernization capabilities that streamline government operations, enhance transparency, and drive a more accessible legislative process that leads to engaged communities and increased trust.

We are excited to extend the payment and billing services provided by Granicus' billing department to Rock Solid customers. In addition, we would like to take the opportunity to provide updated certificates of insurance and vendor tax forms as may be required to update Rock Solid in your vendor records.

To that end, please update your records to reflect the new payment information below along with a Granicus W-9 and COI on pages 2 and 3.

<p><b>Payments via check can be directed to:</b></p> <p><b>Granicus Dept CH – Box 19634 Palatine, IL 60055 - 9634</b></p>	<p><b>Payments via ACH can be directed to:</b></p> <p><b>Routing #: 022000020 Account #: 269099115</b></p>
---	--

If you have any questions regarding payments, tax exemption certificates or billing, please contact [ar@granicus.com](mailto:ar@granicus.com). For contract, certificates of insurance and vendor registration questions, please submit your inquiry to [contracts@granicus.com](mailto:contracts@granicus.com).

We welcome you to the Granicus family! Please do not hesitate to contact your account manager if you have any questions or concerns.

Sincerely,

Raj Amin  
CFO, Granicus



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>GRANICUS LLC</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input type="checkbox"/> S Corporation	<input checked="" type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>408 SAINT PETER STREET, SUITE 600</b>  <b>SAINT PAUL MN 55102</b>	Requester's name and address (optional)  <b>Remit Payment To Address;</b> <b>Dept CH - Box 19634</b> <b>Palatine, IL 60055-9634</b>
<b>7</b> List account number(s) here (optional)	

Print or type. See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													
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<b>Employer identification number</b>													
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4	1		-	1	9	4	1	0	8	8			

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Minji Lee</i>	Date ▶ 1/3/2023
------------------	---	-----------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# CERTIFICATE OF LIABILITY INSURANCE

10/20/2023

DATE (MM/DD/YYYY)  
2/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float:right"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>														
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<b>INSURED</b> 1469539 Granicus, LLC 1999 Broadway Denver CO 80202															

**COVERAGES** GRAIN01 **CERTIFICATE NUMBER:** 19346679 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	6043664103	10/20/2022	10/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 Ded <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$1,000 Ded	N	N	6043664084	10/20/2022	10/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	6043664098	10/20/2022	10/20/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			6043664067 6043664070	10/20/2022 10/20/2022	10/20/2023 10/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Professional Liab/Tech E&O/ Cyber Liab Forgn Vol	N	N	F16817867 001 WP 62 311 8583	12/15/2022 10/20/2022	12/15/2023 10/20/2023	\$5M \$1M Ea acc./ \$1M dis. ea. emp/ \$1M dis. pol.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Rock Solid Technology, Inc., RST Midco, Inc., CitySourced, Inc., Swagit Productions, LLC., Prime Government Solutions, Inc., Rock Solid Technology, Inc., Rock Solid Technologies, Inc. (Puerto Rico), is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

19346679  
Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**To whom it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **19346679**.

- Email: [PacificeDelivery@lockton.com](mailto:PacificeDelivery@lockton.com)
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Insurance Brokers, LLC – Pacific Series**

Policy Number: 6043664103

G-00000-A  
(Ed. )

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

<b>TABLE OF CONTENTS</b>	
<b>1.</b>	<b>Additional Insureds</b>
<b>2.</b>	<b>Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance</b>
<b>3.</b>	<b>Bodily Injury – Expanded Definition</b>
<b>4.</b>	<b>Broad Knowledge of Occurrence/ Notice of Occurrence</b>
<b>5.</b>	<b>Broad Named Insured</b>
<b>6.</b>	<b>Estates, Legal Representatives and Spouses</b>
<b>7.</b>	<b>Expected Or Intended Injury – Exception for Reasonable Force</b>
<b>8.</b>	<b>In Rem Actions</b>
<b>9.</b>	<b>Incidental Health Care Malpractice Coverage</b>
<b>10.</b>	<b>Joint Ventures/Partnership/Limited Liability Companies</b>
<b>11.</b>	<b>Legal Liability – Damage To Premises</b>
<b>12.</b>	<b>Medical Payments</b>
<b>13.</b>	<b>Non-owned Aircraft Coverage</b>
<b>14.</b>	<b>Non-owned Watercraft</b>
<b>15.</b>	<b>Personal And Advertising Injury – Discrimination or Humiliation</b>
<b>16.</b>	<b>Personal And Advertising Injury - Limited Contractual Liability</b>
<b>17.</b>	<b>Property Damage - Elevators</b>
<b>18.</b>	<b>Supplementary Payments</b>
<b>19.</b>	<b>Property Damage – Patterns, Molds and Dies</b>
<b>20.</b>	<b>Unintentional Failure To Disclose Hazards</b>
<b>21.</b>	<b>Waiver of Subrogation – Blanket</b>

Policy Number: 6043664103

G-00000-A  
(Ed. )

**1. ADDITIONAL INSUREDS**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Grantor of Franchise**

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

**D. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

Policy Number: 6043664103

G-00000-A  
(Ed. )

#### J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
  - a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - b. any express warranty unauthorized by the **Named Insured**;
  - c. any physical or chemical change in any product made intentionally by such person or organization;
  - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
  - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
  - h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
    - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph **J.** also does not apply:
  - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
  - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
  - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

#### K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

Policy Number: 6043664103

G-00000-A  
(Ed.)

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
  - a. this **Coverage Part** provides such coverage;
  - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
  - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

## 2. **ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

- A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

## 3. **BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

## 4. **BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

### A. **BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

### B. **NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

## 5. **BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or



Policy Number: 6043664103

G-00000-A  
(Ed. )

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

## 6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

## 7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

### **Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

Policy Number: 6043664103

G-00000-A  
(Ed. )

## 8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

## 9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

### **Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

### **Discrimination**

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

### **Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

### **Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

### **Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

Policy Number: 6043664103

G-00000-A  
(Ed. )

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- c. add the following:

**Insured** does not include any physician while acting in his or her capacity as such.

Policy Number: 6043664103

G-00000-A  
(Ed. )

- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

**Other Insurance**

**b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

**11. LEGAL LIABILITY – DAMAGE TO PREMISES**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

Policy Number: 6043664103

G-00000-A  
(Ed. )

- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:
  - (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;
- E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part.**

## 12. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:
  - 7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:
    - (1) \$15,000 unless a different amount is shown here: @@@@@@@@@@@@@@ ; or
    - (2) the amount shown in the Declarations for Medical Expense Limit.
- B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:
  - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

## 13. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

## 14. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

Policy Number: 6043664103

G-00000-A  
(Ed. )

#### 15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

##### **Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

##### **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

##### **Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

#### 16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

##### **Contractual Liability**

**Personal and advertising injury** for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or

Policy Number: 6043664103

G-00000-A  
(Ed. )

- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
- (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
  - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.
- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:
- Insured contract** means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:
- 1. Paragraph **2.d.** is replaced by the following:
    - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
  - 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.
- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

#### 17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:
- This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

#### 18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

Policy Number: 6043664103

G-00000-A  
(Ed. )

**19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

**20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**21. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## Assignment of the AGREEMENT FOR VIDEO STREAMING SERVICES with Saint Johns County of Florida to Granicus, LLC

This Assignment Agreement from Swagit Productions, LLC to Granicus, LLC 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 Saint Johns County of Florida (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Swagit Productions, LLC entered into a certain Agreement for Video Streaming Services effective 05 October 2020 (the "Agreement"); and

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

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

1. The parties acknowledge and agree that Granicus will assume all the rights and obligations of Swagit Productions, LLC under the Agreement, and all references to Swagit Productions, LLC or Provider in the Agreement are hereafter "Granicus".
2. Except as amended by this Assignment Agreement, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this Assignment Agreement and the documents comprising the Agreement, the provisions of this Assignment Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement 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.

**Saint Johns County of Florida**

**Signature:**

**Name:**

**Title:**

**Date:**

**Granicus, LLC**

**Signature:**

**Name:**

**Title:**

**Date:**