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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

12/19/2023

BCC MEETING DATE

TO: Joy Andrews, County Administrator **DATE:** November 15, 2023

FROM: Jaime Locklear, Director of Purchasing **PHONE:** 904 209-0158

SUBJECT OR TITLE: Assignment of Contract under Misc. 19-47; Purchase and Agreement for CitySourced, Inc. Mobile Application

AGENDA TYPE: Consent Agenda, Contract, Resolution

BACKGROUND INFORMATION:

The County currently holds a contract with CitySourced, Inc., attached. On November 15, 2023, the County was notified that CitySourced, Inc., was purchased by Granicus, LLC. Granicus is requesting for the Agreement to be assigned to them at the same terms and conditions. Staff recommends Board approval to assign the agreement to Granicus, and to execute the Consent to Assignment Agreement, attached.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: while this agenda item does not necessitate funding, the ongoing costs associated with these transactions reside within the FY 2024 Public Works Department.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2023-_____, authorizing the County Administration, or designee, to execute a Consent to Assignment Agreement, in substantially the same form and format as attached hereto, providing for an assignment of Master Contract 20-MAS-CIT-11607 to Granicus, LLC.

For Administration Use Only:
Legal: Jalisa Ferguson 12/1/2023 **OMB:** JDD 12/1/2023 **Admin:** Colin Groff 12/1/2023

RESOLUTION NO. 2023 - _____

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 MISC. 19-47; PURCHASE AND AGREEMENT FOR CITY SOURCED MOBILE APPLICATION

RECITALS

WHEREAS, CitySourced, Inc., was awarded a contract under Misc. 19-47; Purchase and Agreement for CitySourced Mobile Application dated January 2, 2020; and

WHEREAS, the County was notified that CitySourced, Inc., was acquired by Rock Solid Technology, Inc., in April of 2019, and Rock Solid Technology, Inc., was acquired by Granicus, Inc., October 12, 2022, while CitySourced, Inc., has been operating under the CitySourced, Inc., 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 CitySourced, Inc., under Misc. 19-47; 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-MAS-CIT-11607 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 CitySourced, Inc.

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 ____ day of _____, 2023.

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

By: _____
Sarah Arnold, Chair

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

By: _____
Deputy Clerk

CONSENT TO ASSIGNMENT

Misc. 19-47; Purchase and Agreement for CitySourced, Inc. Mobile Application
Master Contract No: 20-MAS-CIT-11607

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-MAS-CIT-11607, dated as of January 02, 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-MAS-CIT-11607, 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-MAS-CIT-11607, 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 November 15, 2023 a letter dated November 15, 2023 was received indicating Granicus, Inc. provided its written request to the assignment of its rights, interests, and obligations in Master Contract No: 20-MAS-CIT-11607, to the Assignee (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 14 of Master Contract No: 20-MAS-CIT-11607, 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-MAS-CIT-11607, 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-MAS-CIT-11607.
2. Incorporation of Terms and Conditions. Master Contract No: 20-MAS-CIT-11607 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-MAS-CIT-11607 shall remain in full force and effect.
3. Effectiveness. This Assignment Agreement shall be effective as of the date first set for the 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
County Name

Granicus, Inc.
Company Name

Signature by County Representative

Signature by Assignee Representative

Jaime T. Locklear
Printed Name – County Representative

Printed Name Assignee Representative

Director of Purchasing & Contracts
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
BRANDON J. PATTY, CLERK OF CIRCUIT
COURT & COMPTROLLER**

Deputy Clerk

Date



granicus.com

November 15, 2023

RE: Acquisition of CitySourced, Inc.

On April 4, 2022, CitySourced, Inc. its affiliates and subsidiaries was acquired by Rock Solid Technology, Inc. Subsequently, on October 12, 2022, Rock Solid Technology, Inc. its affiliates and subsidiaries, including CitySourced, Inc was acquired by Granicus, LLC. If you are located in the United States. Granicus, LLC will be assuming all the rights and obligations under the agreement between CitySourced 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: BC 1250375
Registered Office Location: Victoria, BC

If you have any further questions regarding the acquisition, please feel free to contact us at 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

CITYSOURCED, INC.
MOBILE APPLICATION CUSTOMER AGREEMENT

This Mobile Application Customer Agreement (this "Agreement") is entered into by and between CitySourced, Inc. ("Provider"), having a principal place of business at 1545 Sawtelle Blvd., Suite 36, Los Angeles, CA 90025 and St. Johns County, Florida, a political subdivision of the State of Florida ("Subscriber") and is effective upon signature by the Subscriber (the "Effective Date"). In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Software, Support Services.

1.1 General. Provider is an application services provider that has developed a mobile application that allows end users to send messages to Subscriber via a mobile device (the "Application"). Provider has developed associated software that allows Subscriber the ability to receive and respond to such messages (together with future versions of such software made by Provider from time to time, collectively the "Software"), as further described on Schedule A.

1.2 Access, Fees. Commencing no later than sixty (60) days after the Effective Date, and provided that the Subscriber has delivered all necessary assets to Provider for deployment, Provider shall provide to Subscriber access to the Software at the level described in the attached Schedule A via an Internet web browser under the terms and conditions of this Agreement and in consideration of the fees described in Schedule A.

1.3 Support Services. Subscriber acknowledges and agrees that Provider does not provide custom development for the Software, except pursuant to a separate, written support and custom development agreement and at Provider's hourly charges as defined in Schedule A.

1.4 No Consulting or Advisory Services. Subscriber acknowledges and agrees that Provider is not providing any consulting or advisory services to Subscriber, legal or otherwise, in connection with the Software or Application.

1.5 Geographical Files. Promptly following the Effective Date, Subscriber shall provide to Provider the geographic boundary file for the applicable covered area (the "Area") in the form of an ESRI shape file. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Subscriber at the Provider's request if such data exists.

1.6 Deleted.

1.7 Third Party Providers. In addition to the Application and the Software and at the request of the Subscriber, Provider may make available to Subscriber additional software products licensed by third party provider(s) (each a "Third Party Provider") to be integrated with the Application and/or Software. Such third party's software is provided "As Is". The use of such software shall be governed by the terms and conditions provided by the respective Third Party Provider. Subscriber will be required to accept such terms and conditions prior to their use of the additional software products. Subscriber is responsible for reviewing and complying with any licenses necessary to use any such third-party software.

2. Intellectual Property Rights. Subject to the terms and conditions of this Agreement, Provider hereby grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the versions of the Software indicated on Schedule A as specifically permitted

hereunder. The Subscriber hereby grants to Provider: (i) an irrevocable, perpetual, royalty-free license to all public information stored by the Software and Application as assigned and used by the Subscriber during this Agreement ("Data"); and (ii) an irrevocable, perpetual, royalty-free license to compile, collect, copy, modify, publish and use anonymous and aggregate data generated from or based on the Data or the Subscriber's use of the Software or Application. Other than the rights expressly granted in this Agreement, each party retains all of its rights to its trademarks, logos, trade names, and service marks (collectively, "Brands"), Web site(s), technologies, patents, copyrights, trade secrets, know-how, and other intellectual property and proprietary rights. Without limiting the generality of the foregoing, (i) Provider shall at all times solely and exclusively own all rights, title, and interest in and to the Software and Application, and all intellectual property rights therein; and (ii) Subscriber shall at all times solely and exclusively own all rights, title, and interest in and to the Data, and all intellectual property rights therein. No implied licenses are granted herein. Subscriber agrees not to use any reverse compilation, reverse engineering, de-compilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the Application or Software or replicate the functionality of the Application or Software for any purpose. Subscriber shall not remove, modify, or obscure any Provider or other copyright, trademark, and other proprietary notices affixed to or displayed on the Application or Software, and shall not allow any third party to take any such action.

3. Term and Termination.

3.1 Term. This Agreement shall commence on the Effective Date and continue until the "Termination Date" listed on Schedule A, or terminated in the manner provided in Section 3.2 Below.

3.2 Termination. Either party may terminate this Agreement at any time upon: (i) 60 days written notice to the non-terminating party (a "Termination for Convenience"); (ii) written notice in the event the other party has committed a material breach of this Agreement that remains uncured forty-five (45) days after written notice of such breach (a "Termination for Cause"). Provided further that Provider may terminate this Agreement immediately upon written notice for failure by Subscriber to pay the required fees or breach of Sections 2 or 4. In the event of a Termination for Convenience initiated by Subscriber, there will be no refund (pro rata or otherwise) of fees or monies paid to Provider by Subscriber. In the event of a Termination for Cause, the Subscriber will be entitled to a refund equal to a pro rata share of the then current fees calculated from the effective date of such Termination of Cause. Initial one time fees will not be eligible for a refund.

3.3 Effect of Termination. Upon the effective date of termination for any reason, Subscriber shall cease all use of the Software and Application.

4. Confidential Information.

4.1 Definition of Confidential Information. Provider and Subscriber understand and agree that in the performance of this Agreement, each party may have access to or may be exposed to, directly or indirectly, proprietary or confidential information of the other party, including, but not limited to, trade secrets, Web site usage statistics, marketing and business plans and technical information ("Confidential Information").

4.2 Protection of Confidential Information. Each party agrees that it shall not, during the term of this Agreement and

after its termination, use (except as expressly authorized by this Agreement) or disclose Confidential Information of the other party without the prior written consent of the other party, unless the receiving party can prove such Confidential Information (i) was known to the receiving party prior to the Effective Date of this Agreement, or (ii) is or becomes publicly available without breach of this Agreement, or (iii) becomes known to the receiving party after rightful disclosure from a third party not under an obligation of confidentiality; or (iv) was independently developed by the receiving party without the use of the disclosing party's Confidential Information. The receiving party will have the right to disclose Confidential Information without being in breach of this Agreement to the minimum extent necessary to comply with a lawful court order, government regulation, or applicable local, state or federal law. In addition, the receiving party agrees to take all reasonable measures to protect and maintain in confidence the Confidential Information received from the disclosing party. With respect to Confidential Information disclosed by a party under this Agreement, this Section 4 shall supersede any existing agreement relating to confidential treatment and/or non-disclosure of Confidential Information.

5. Warranties.

5.1 By Both Parties. Each party represents and warrants to the other party that (i) it has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement, and (ii) this Agreement shall not conflict with any other agreement entered into by it.

5.2 By Subscriber. Subscriber represents, warrants, and covenants that it shall comply with all applicable laws of the United States of America, any State thereof, and any other applicable rules, ordinances, and regulations in connection with the performance of Subscriber's obligations under this Agreement.

5.3 By Provider. Provider represents, warrants, and covenants that it shall comply with all applicable laws of the United States of America, any State thereof, and any other applicable rules, ordinances, and regulations in connection with the performance of Provider's obligations under this Agreement.

6. Disclaimer. EXCEPT AS OTHERWISE DESCRIBED IN THIS AGREEMENT: (I) THE SOFTWARE AND APPLICATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, AND SUBSCRIBER'S USE OF THE SOFTWARE AND APPLICATION OR ANY DATA ACCESSED OR OBTAINED THEREFROM IS SOLELY AT SUBSCRIBER'S OWN RISK. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE OR APPLICATION WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE; AND (II) TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, CONCERNING THE SOFTWARE AND APPLICATION, OR OTHERWISE RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY STATUTORY WARRANTIES OF NON-INFRINGEMENT.

7. Limitation of Liability. EXCEPT FOR A BREACH OF SECTIONS 2 OR 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT. PROVIDER'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE AND

ASSOCIATED FEES, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

8. Indemnify.

8.1 By Subscriber. To the extent permitted by law, Subscriber agrees to indemnify and hold Provider harmless from all expenses, losses, damages or liabilities (including reasonable legal fees) arising out of or relating to any third party claims, demands, or suits, to the extent resulting from any data or content included in or used in conjunction with the Software or through the use of the Application by Subscriber or its end users.

8.2 By Provider. Provider agrees to indemnify, defend and hold Subscriber harmless from all expenses, losses, damages or liabilities (including reasonable legal fees) arising out of or relating to any third party claims, demands, or suits to the extent resulting from the infringement or misappropriation of any third party's issued U.S. patent or copyright through the use of the Software. The foregoing indemnification obligation shall not apply to the extent the alleged infringement is caused by: (a) unauthorized changes or modifications to the Software by, or at the request of, Subscriber or any third party; or (b) combinations of the Software with any product not supplied or specified by Provider under this Agreement. If a claim contemplated above is brought, Provider shall, at its sole option and expense, and within a reasonable period, (1) procure for Subscriber the right to continue using the allegedly infringing item; (2) replace the same with a non-infringing item providing equivalent functions and efficiency; (3) modify the same to be non-infringing without loss of functionality; or (4) if none of the foregoing is reasonably available to Provider, Provider shall require Subscriber to discontinue use of the infringing item and Provider shall provide a refund of the amounts paid by Subscriber to Provider under this Agreement during the six (6) months preceding the effective date of such discontinuance..

8.3 Procedures. The obligations under this Section 8 are conditioned upon the party seeking indemnification (i) giving the indemnifying party prompt written notice of any claim, action, suit or proceeding; (ii) granting complete control of the defense and settlement to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party at the indemnifying party's expense.

9. Force Majeure. Neither party shall be liable to the other or any other person or entity for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of vandalism, terrorism, lightning, fire, strike or any other causes beyond such party's reasonable control.

10. Verification. Upon reasonable notice to Subscriber (no less than five (5) business days prior), Provider may, at its sole cost and expense, conduct automated audits of Subscriber's use of the Software and Application to ensure Subscriber's compliance with the terms and conditions contained in this Agreement, provided that any such audits do not interfere with Subscriber's business activities. Provider shall be permitted to conduct such automated audits, provided that such automated audits take place without accessing Subscriber's internal information technology networks and do not interfere with Subscriber's use of the Software. If an audit reveals that Subscriber has breached the terms and conditions of this Agreement by utilized more users than authorized or otherwise underpaid fees to Provider, effective upon discovery of such breach, Subscriber shall pay Provider applicable fees based upon Provider's then-current fee schedule.

11. **Independent Contractor.** The relationship of Parties is solely that of independent contractors. Nothing contained in this Agreement shall be construed to give either party the power to direct or control the activities of the other or constitute either party as the other's partner, joint venturer, co-owner, agent, franchisee or employee.

12. **Billing:**

12.1 **Fees.** All Fees listed on Schedule A are exclusive of all taxes; billed on an annual basis in advance; and, due upon receipt of invoice. This secures site, servers and resources necessary to begin project. Payments over 45 days from initial contract start date will accrue interest at a rate of one (1%) per month. Renewal payments made after contract renewal date will accrue interest at a rate of one (1%) per month.

12.2 **Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 12, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

12.3 **Payments.** All payments should be made directly to SHI International Inc., who will submit payment to Provider; payment will not be deemed received until actually received in Provider offices.

13. **Miscellaneous.** This Agreement contains the entire agreement of the parties, and supersedes: (i) any and all previous or contemporaneous agreements with respect to the subject matter hereof, whether oral or written; and (ii) the End User Agreement contained on the Application. In addition, any purchase orders issued by any entity other than Provider shall be valid only for the purpose of identifying this contract for reference purposes only, and any terms included in such purchase orders are void and shall be of no effect. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by Subscriber without Provider's prior written consent, such consent not to be unreasonably withheld. This Agreement may not be assigned by Provider without Subscriber's prior written consent, such consent not to be unreasonably withheld; provided, however, that Provider may assign the rights and obligations under this Agreement in whole, without consent, in connection with the transfer or sale of all or substantially all of its business or in the event of a merger, consolidation or change in control provided the assignee assumes in writing and becomes directly obligated to perform all of the obligations of Provider under this Agreement. Any attempted assignment in violation of the foregoing shall be null and void. All notices and consents required or permitted to be given under this Agreement shall be in writing to the parties at the addresses designated herein or to such other address as either party may designate to the other by written notice, and shall be effective upon receipt. Written notice shall be made in the form of a certified letter, confirmed facsimile transmission or acknowledged receipt of electronic mail. Receipt shall be deemed to have occurred: four days following mailing of a certified letter; upon receipt of confirmation of fax; and upon receipt of confirmation of receipt of e-mail. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws

of the State of Florida, without reference to the conflicts of laws rules or any other rules that would result in the application of a different body of law. If any part of this Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party, and any such waiver shall only be applicable to the specific instance referenced in such writing. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one contract. Fax copies of signatures shall also be treated as originals for purposes of this Agreement. Subscriber acknowledges and agrees that Provider retains the right at any time to change the features, functionality and look-and-feel of the Software and Application. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any outstanding payment obligation of Subscriber, the restrictions and ownership provisions of Section 2, and all of Sections 3.3, 4, 7, 8, 9 and 14, and any other term hereof which contemplates continuing effectiveness, shall survive the termination or expiration of this Agreement for any reason.

14. **Referral.** Subscriber may know of some organization, municipality, government or other entity that may benefit from Provider's services ("Referred Party"), which Subscriber wishes to refer to Provider (a "Referral"). A Two Hundred and Fifty Dollar (\$250) credit (the "Referral Credit") will be applied toward Subscriber's next subscription billing cycle for each such Referral provided that the following conditions are met: (i) the Subscriber notifies Provider of a Referral via an email to 'info@citysourced.com' ("Referral Notice), which will also include a carbon copy (cc:) to the Referred Party; (ii) the Referral Notice must proceed any written or verbal confirmation by the Referred Party to Provider to engage its services; (iii) Provider and the Referred Party must enter into a contract for the Provider's services within twelve (12) months of the Referral Notice; and (iv) the initial fee to be paid by the Referred Party to Provider for the engaged services has been received. Subscriber shall not be entitled to any additional compensation or expense reimbursement with regard to the Referral. In the event that Provider and Subscriber have terminated their engagement, no Referral Credit will be owed or due to Subscriber.

15. **Acceptance.** IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

PROVIDER:

Signature: Chris Detrich
Name: CHRIS DETRICH
Title: VP, NORTH AMERICA
Date: 12/17/19

SUBSCRIBER:

Signature: Jaimie T. Lochlear
Name: Jaimie T. Lochlear
Title: Purchasing Manager
Date: 1/2/20

SCHEDULE A

1. SOFTWARE SUBSCRIPTION PACKAGE

Software Package Name	Fee	Term
<input checked="" type="checkbox"/> Enterprise Plus Mobile PaaS <input type="checkbox"/> Enterprise Mobile PaaS <input type="checkbox"/> Cityworks Web Portal	See below.	The "Initial Term" shall be for two (2) calendar years from the Effective Date. Upon expiration of the Initial Term, the Agreement may be renewed annually upon mutual written consent by the parties, subject to agreed upon fee increases. .
For a full listing of software features:	Contact CitySourced Sales	

2. SOFTWARE FEES: Fees are fixed for Initial Term. After Initial Term, the Annual Recurring fees may increase upon written agreement by both parties. If Subscriber requests an integration or an integration is included as part of the Software Subscription Package, Subscriber must provide Provider the necessary publicly accessible web service endpoint(s) ("**Endpoints**"). The Endpoints must be standard, based on an official software release by the third party vendor, and cannot be modified in any way. If the Endpoints have been modified, additional fees may apply as mutually agreed by the parties.

Any and all custom software development performed by Provider at Subscriber's request, but not included in the fees below are billed at current hourly rates and subject to an agreed upon statement of work. All prices below are in US Dollars. *All checked apply:*

Product	One Time Setup	Annual Recurring
<input checked="" type="checkbox"/> CitySourced Service Requests	\$3,500	\$24,700
<input checked="" type="checkbox"/> Waste Reminders	\$2,500	\$7,950
<input checked="" type="checkbox"/> Native iPhone Application	\$0	\$0
<input checked="" type="checkbox"/> Native Android Application	\$0	\$0
<input checked="" type="checkbox"/> Mobile Optimized HTML5 Application	\$0	\$0

3. PRICING SUMMARY:

Year One (1) Setup Costs	\$6,000
Year One (1) Annual Recurring Costs	\$32,650
Year One (1) Total	\$38,650
Year Two (2) Annual Recurring Costs (subject to the "Term" in Section 1 above)	\$32,650

RIDER 1

St. John's County Supplemental Terms and Conditions

1. The following Supplemental Terms and Conditions of St. John's County (the "County") are hereby incorporated into and made part of the CitySourced, Inc Mobile Application Customer Agreement ("Agreement") as Rider 1. In the event of a conflict or inconsistency between this Rider 1 and the Mobile Application Customer Agreement terms and conditions, the provisions of Rider 1 shall prevail. The parties agree as follows:

Compensation:

The County shall compensate CitySourced, Inc ("CitySourced") in accordance with fees provided in Schedule A of the Mobile Application Customer Agreement. For the effective term of the Agreement, the maximum amount available as payment to CitySourced under this Agreement shall not exceed thirty eight thousand six hundred fifty dollars (\$38,650.00) for Year One and thirty two thousand six hundred and fifty dollars (\$32,650.00) for Year Two and shall not exceed the amount legally appropriated by St. Johns County for each additional year for services delivered in accordance with the Contract Documents.

It is strictly understood that CitySourced is not entitled to the above-referenced amount of compensation. Rather, compensation shall be based upon CitySourced providing the Services, detailed in the Contract Documents, which are not the subject of a good faith dispute.

The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.

2. **Availability of Funds.**
The County's performance under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, (and the County agrees that it shall not execute the Agreement for the purchase of any products or services from CitySourced unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that CitySourced cannot demand that the County provide any such funds in any given County Fiscal Year.
3. **Permits and Licenses.** To the extent that CitySourced needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then CitySourced shall be responsible for securing, obtaining/acquiring, and maintaining, at CitySourced's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
4. **Independent Contractor Relationship.**
CitySourced is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CitySourced's sole direction, supervision, and control.

CitySourced shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CitySourced's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. CitySourced does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

5. **Amendments to this Agreement.**
Both the County and CitySourced acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and CitySourced acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Contract Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and CitySourced.
6. **Duration & Renewal.**

This Contract Agreement shall become effective upon execution by all parties, and shall be in effect for an initial contract term of two (2) calendar years, and may be renewed, in one (1) year periods, upon satisfactory performance by CitySourced, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that CitySourced has satisfactorily performed the Services noted in the Contract Documents.

7. Public Records

- A. 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.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

8. Severability.

If any word, phrase, sentence, part, subsection, section or other portion of this Contract Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed

application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

10. Notice of Default / Right to Cure

- A. Should either party fail to perform (breach) the terms of this Contract, then the non-breaching party shall provide written notice to other party, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the breach. Failure by either party to cure the breach, or take mutually agreement upon corrective action within the timeframe provided in the notice of breach shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to CitySourced during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, CitySourced shall be paid for Services authorized and due under the applicable Order Form signed between the parties. The SaaS Services are provided on an annual basis. If the County terminates because of a CitySourced breach, CitySourced will refund any unused and prepaid fees. If the County terminates without cause, CitySourced will not refund any prepaid fees.
- D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, CitySourced shall:
 1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. This not a works for hire arrangement. Customer is not receiving any work product from CitySourced.
 4. Continue and complete all parts of the work that have not been terminated.

11. Personnel.

CitySourced represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by CitySourced, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in CitySourced's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. CitySourced warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

12. Subcontracting.

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Contract Documents. CitySourced is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Implementation Services work in a timely fashion, CitySourced shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

13. Governing Law and Venue.

This Contract Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Contract Agreement shall be in St. Johns County, Florida.

14. Insurance.

CitySourced, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the Duration of this Contract Agreement.

CitySourced shall not commence work under this Contract until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under

the laws of the State of Florida. CitySourced shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate CitySourced has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within thirty (30) days of a material change or cancellation of the insurance. Compliance with the foregoing requirements shall not relieve CitySourced of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

CitySourced shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect CitySourced from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by CitySourced or by anyone directly employed by or contracting with CitySourced.

CitySourced shall maintain during the life of this Contract, Technology Errors & Omissions/Professional Liability with minimum limits of \$3,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover CitySourced and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of job.

CitySourced shall maintain during the life of this Contract, Cyber Liability & Data Storage Insurance with minimum limits of \$2,000,000 per occurrence, \$3,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

CitySourced shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect CitySourced from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned vehicles, including rented/hired automobiles whether such operations be by CitySourced or by anyone directly or indirectly employed by a CitySourced.

CitySourced shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

15. Indemnification.

CitySourced shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and reasonable professional consultation services, and reasonable attorneys' fees, arising out of claims for personal injury or tangible property damage and CitySourced's negligence in performance of this Agreement. CitySourced shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

16. Successors & Assigns.

The County and CitySourced each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor CitySourced shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other, which consent not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and CitySourced.

17. Remedies.

Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every

other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

18. Conflict of Interest.

CitySourced represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. CitySourced further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. CitySourced shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence CitySourced's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CitySourced may undertake and request an opinion of CitySourced, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by CitySourced. The County agrees to notify CitySourced of its opinion by certified mail within 30 days of receipt of notification by CitySourced. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by CitySourced, the County shall so state in the notification and CitySourced shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by CitySourced under the terms of this Contract Agreement.

19. Excusable Delays.

CitySourced shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond CitySourced's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of CitySourced's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of CitySourced and its subcontractor(s) and is without the fault or negligence of either of them, CitySourced shall not be deemed to be in default. Upon CitySourced's request, the County shall consider the facts and extent of any delay in performing the work and, if CitySourced's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

20. Arrears.

CitySourced shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CitySourced further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

22. Contingent Fees.

CitySourced warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CitySourced to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CitySourced, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

23. Access & Audits.

CitySourced shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Contract Agreement. The County shall have access to such CitySourced books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

24. Nondiscrimination.

CitySourced warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

25. Entirety of Contractual Agreement.

The County and CitySourced agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and CitySourced.

26. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

28. Severability.

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. Amendments & Modifications.

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties. If the County instructs in writing, CitySourced shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended CitySourced shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

30. Florida Law & Venue.

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

31. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

32. Notices.

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPO, CPPB, FCCM, Purchasing Manager
500 San Sebastian View St. Augustine, FL 32084

and if sent to CitySourced shall be mailed to:

CitySourced, LLC
1545 Sawtelle Blvd., Suite 36
Los Angeles, CA90025

33. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

34. No Third Party Beneficiaries.

Both the County and CitySourced explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

35. Use of County Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, CitySourced may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

36. Survival.

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.



St. Johns County Board of County Commissioners

Purchasing Division

January 2, 2020

Chris Detrich
CitySourced, LLC
1545 Sawtelle Blvd, Suite 36
Los Angeles, CA 90025

**RE: Misc. 19-47; CitySourced Mobile Application
Master Contract No. 20-MAS-CIT-11607**

Dear Mr. Detric:

Enclosed, please find a fully executed original copy of the above referenced Contract Agreement for your files.

If you have any questions, please do not hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County
Purchasing Department

A handwritten signature in black ink, appearing to read "Leigh A. Daniels", is written over the typed name.

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

CC: SJC Minutes & Records
SJC Purchasing Misc. No: 19-47 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 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GRANICUS LLC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 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 </p> <p> <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P </p> <p>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 not 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.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ </p>	<p>4 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>5 Address (number, street, and apt. or suite no.) See instructions. 408 SAINT PETER STREET, SUITE 600 SAINTE PAUL MN 55102</p>	<p>Requester's name and address (optional)</p> <p>Remit Payment To Address; Dept CH - Box 19634 Palatine, IL 60055-9634</p>
	<p>7 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.

Social security number									
or									
Employer identification number									
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.

Sign Here	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.

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.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CITYSOURCED, INC.", A DELAWARE CORPORATION,
WITH AND INTO "RST CENTURY MERGER SUB, INC." UNDER THE NAME OF "CITYSOURCED, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF APRIL, A.D. 2019, AT 1:34 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7350292 8100M
SR# 20192872928

Authentication: 202651245
Date: 04-16-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
CERTIFICATE OF MERGER

MERGING

CITYSOURCED, INC.

WITH AND INTO

RST CENTURY MERGER SUB, INC.

Pursuant to Title 8, Section 251(c) of the General Corporation Law of the State of Delaware, the undersigned corporation, does hereby execute the following Certificate of Merger:

FIRST: The name and state of incorporation of each of the constituent corporations (the “**Constituent Corporations**”): are as follows:

<u>Name</u>	<u>State of Incorporation</u>
CitySourced, Inc.	Delaware
RST Century Merger Sub, Inc. (the “ Surviving Corporation ”)	Delaware

SECOND: An Agreement and Plan of Merger (the “**Agreement**”) has been approved, adopted, executed and acknowledged by each of the Constituent Corporations in accordance with Section 228 and Section 251 of the Delaware General Corporation Law.

THIRD: The name of the Surviving Corporation shall be CitySourced, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the Surviving Corporation shall be as set forth in **Exhibit A** hereto.

FIFTH: The merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

SIXTH: An executed copy of the Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

CitySourced, Inc.
912 Capital of Texas Highway South
Austin, TX 78746
Attn: President

SEVENTH: A copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either Constituent Corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, RST Century Merger Sub, Inc. has caused this Certificate of Merger to be executed in its corporate name as of April 16, 2019.

RST CENTURY MERGER SUB, INC.

By: /s/ Richard C. Brown

Name: Richard C. Brown

Title: Chief Executive Officer

**CLOSING CERTIFICATE
OF
CITYSOURCED, INC.**

April 16, 2019

This Closing Certificate (this "Certificate") is being delivered pursuant to Section 8.3(j) of that certain Agreement and Plan of Merger, dated as of April 2, 2019, by and among CitySourced, Inc., a Delaware corporation (the "Company"), Rock Solid Technology, Inc., a Delaware corporation, RST Century Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Parent, and Jason A. Kiesel, as the designated representative of the stockholders of the Company (the "Agreement"). Capitalized terms not defined herein shall have the meanings ascribed thereto in the Agreement.

The undersigned, not individually, but solely in his capacity as an authorized officer of the Company, hereby certifies as follows:

1. The representations and warranties of the Company contained in Section 2 of the Merger Agreement are true and correct in all respects (disregarding for purposes of Section 8.3(a) of the Merger Agreement all Material Adverse Effect and materiality qualifications contained therein), on the date of the Agreement and as of the Closing with the same effect as if made on and as of the Closing (other than such representations and warranties that are made as of a specified date, which representations and warranties shall be true and correct as of such date) except, in each case, to the extent that the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, constitute or reasonably be expected to become a Material Adverse Effect on and as of the Closing.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Closing Certificate as of the date first written above.

CITYSOURCED, INC.

DocuSigned by:
By: 
Name: Jason A. Kiesel
Title: Chief Executive Officer

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.

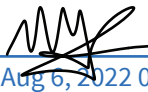
C. Concurrently with the execution and delivery of this Agreement, each Person set forth on Annex E-1 (each, an “**Institutional Rollover Securityholder**”) and each Person set forth on Annex E-2 (each, a “**Management Rollover Securityholder**”, and together with each Institutional Rollover Securityholder, 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

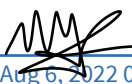
IN WITNESS WHEREOF, Parent, Merger Sub, the Company and the Securityholder Representative have caused this Agreement to be signed, all as of the date first written above.

GRANICUS, INC.

By: 

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

RUSHMORE MERGER SUB, INC.

By: 

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.

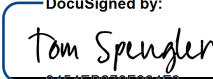
GRANICUS, INC.

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