

**ADDENDUM No. 1**

**TO AGREEMENT BY AND BETWEEN GRANICUS, LLC, AND  
THE COUNTY OF MONTEREY  
FOR SHORT-TERM RENTAL COMPLIANCE MONITORING AND ASSOCIATED  
SERVICES**

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter “Agreement”) by and between Granicus, LLC (hereinafter “CONTRACTOR”) and the County of Monterey (hereinafter “COUNTY”). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- I. Agreement Section 3.02, “TERMINATION OF AGREEMENT”, shall be amended to:**  
The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause according to the provisions of Section 7.01, or with cause according to the provisions of Section 7.02.”
- II. Agreement Section 7.01, “TERMINATION”, shall be amended to:**  
During the term of this Agreement, either party may terminate the Agreement without cause by giving written notice of termination to the non-terminating party, at least ninety (90) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- III. Agreement Section 7.02, under “TERMINATION”, shall be amended to:**  
The non-breaching Party may terminate this Agreement for good cause upon written notice if the other Party in the event of a material breach of this Agreement and failure to cure such breach of this Agreement and failure to cure within thirty (30) days after provision of notice. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County shall be obligated to pay CONTRACTOR all consideration due up to the effective date of termination and the

County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- IV. Agreement Section 8.0, "INDEMNIFICATION", shall be amended to:**  
CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
- V. Agreement Section 9.03, paragraph titled, "Agreement under \$100,000 Business Automobile Liability Insurance" shall be amended to:**  
Covering all motor vehicles, as applicable, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- VI. The second paragraph under Agreement Section 9.04, "Other Requirements", shall be amended to:**  
CONTRACTOR shall provide at least thirty (30) days' notice to County of any reduction, cancellation, or non-renewal of insurance coverage. Each policy shall provide coverage for Contractor and additional insureds with respect to claim arising from each subcontractor; if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- VII. The third paragraph under Agreement Section 9.04, "Other Requirements", shall be amended to:**  
Commercial general liability and automobile liability policies shall provide an endorsement including the County of Monterey, its officers, agents, and employees and Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such

insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insured's shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial general Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- VIII. Agreement Section 10.3, "Maintenance of Records", shall be amended to:**  
CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least one year after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to their Agreement is pending at the end of the one-year period then CONTRACTOR shall retain said records until such action is resolved.
- IX. Agreement Section 10.5, "Royalties and Inventions", shall be amended to:**  
CONTRACTOR hereby grants during each Order Term, and County hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Contractor procures and services to the extent allowed herein. Contractor and/or its licensors reserve all right, title, and interest in the Contractor products and services, the documentation and resulting products including all related intellectual property rights. Further, no implied licenses are granted to County.
- X. Agreement Section 15.06, "Assignment and Subcontracting", shall be amended to:**  
The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County; provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.