

**CONSENT TO ASSIGNMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, LLC
(Formerly known as VISION TECHNOLOGY SOLUTIONS, LLC,
DBA VISION INTERNET PROVIDERS)**

PREAMBLE

This consent to assignment agreement ("Consent Agreement") is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"), Vision Technology Solutions, LLC, dba Vision Internet Providers a Delaware limited liability company with its principal place of business at 222 N. Sepulveda Blvd., Suite 1500, El Segundo, California 90245 ("Assignor") and Granicus, LLC, a Minnesota Limited Liability Company, with its principal place of business located at 408 Saint Peter Street, Suite 600 Saint Paul, MN 55102 ("Assignee"), the intended successor in interest to providing design, support, maintenance, hosting and licensing services for the City public website. City, Assignor and Assignee may be individually referred to in this Consent Agreement as a "Party" or collectively as the "Parties" or the "Parties to this Consent Agreement."

RECITALS

- A. City and Vision Technology Solutions, LLC entered into an agreement entitled, "Agreement by and Between the City of Santa Clara, California and Vision Technology Solutions, LLC, dba Vision Internet Providers," dated June 1, 2017 (the "Original Agreement") in which Vision Technology Solutions agreed to provide website redesign, upgrades and support to/with the City;
- B. Section 13 of the Original Agreement entitled No Assignment or Subcontracting of Agreement provides as follows:

"City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City, except that Contractor may assign this Agreement without the City's consent to an associate, affiliate or subsidiary company of Contractor validly existing under applicable laws, or in connection with a change of control of Contractor. Contractor shall notify the City within a reasonable time after any such assignment. Contractor shall not hire subcontractors without express written permission from City."
- C. The City has been informed that due to the change of legal entity of Vision Technology Solutions, LLC and Granicus, LLC, that Granicus, LLC is the surviving entity and as such will continue to provide the services to the City under the Original Agreement. Vision Technology Solutions, LLC desires to have the City consent to the assignment of all rights, obligations and interest in the Original Agreement from Vision Technology Solutions, LLC to Granicus, LLC;

- D. Based on the final approval of the merger/acquisition, it is the desire of City to formally consent to the assignment by Vision Technology Solutions, LLC of all its rights, obligations and interest in the Original Agreement to Granicus, LLC.

In consideration of the above referenced recitals and the following mutual covenants, commitments and obligations, the Parties agree, as follows:

CONSENT AGREEMENT PROVISIONS

1. Based on a written request received by the City from the Granicus, LLC, (and contingent upon the finalization of the merger) City hereby consents to the assignment of the Original Agreement and all of the rights, duties, obligations and interest set forth therein from Vision Technology Solutions, LLC to Granicus, LLC. This consent is based on representations made by Granicus, LLC and Vision Technology Solutions, LLC and all the duties and obligations of Vision Technology Solutions, LLC to perform specified services included in the Original Agreements shall be performed by Granicus, LLC after the merger is complete. This Consent is effective as of the completion of the merger. If, for any reason, the pending merger is not completed, this Consent Agreement shall be deemed void and Vision Technology Solutions, LLC shall continue to be bound to perform the obligations set forth in the Original Agreements.
2. City acknowledges and relies on this acceptance by Granicus, LLC of all of the rights, obligations and interest in the Original Agreement and the relinquishment of all such the rights, obligations and interest in the Original Agreement by Vision Technology Solutions, LLC. Granicus, LLC agrees to undertake any and all action(s) necessary to meet the terms and conditions of the Original Agreement referred to in this Consent Agreement.
3. Upon execution of this Consent Agreement (and the completion of the pending merger) any pending debts or obligations due to City and those which subsequently arise or accrue from the terms and conditions of the Original Agreement shall become payable by Granicus, LLC to the City or its agents, or assigns.
4. This Consent Agreement embodies the entire agreement between City, Granicus, LLC and Vision Technology Solutions, LLC and all of its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of City prior to execution of this Consent Agreement shall affect or modify any of the terms or obligations contained in this Consent Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.
5. As a condition of the terms of this Consent Agreement, Granicus, LLC shall provide the City with the following:
 - a. revised Certificate of Insurance, as well as all policy endorsements to indicate that Granicus, LLC has purchased, and is maintaining, all of the required insurance policies and has provided the required endorsements which were included in the terms and conditions of the Original Agreement.

- b. Prior to the effectiveness of any assignment or transfer under this Consent Agreement, Granicus, LLC shall execute and deliver a fully executed and notarized Affidavit of Compliance with Ethical Standards *(if applicable)*.

6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties to this Consent Agreement hereby acknowledge and accept the terms and conditions stated herein by the following signatures of their duly authorized representatives. The signature of the duly authorized representative of Granicus, LLC confirms its acceptance of the terms and conditions of the Original Agreement and the assignment of the Original Agreement from Vision Technology Solutions, LLC. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

Vision Technology Solutions, LLC,
DBA Vision Internet Providers,
a Delaware limited liability company
Dated: 6/5/2019
By: [Signature]
Title: Vice President of Legal
Address: 408 St. Peter Street, Ste. 600
St. Paul, MN 55102
Telephone: 800-314-0147
Facsimile: _____
Email Address: dawn.kubat@granicus.com

“Assignor”

Granicus, LLC
a Minnesota limited liability company
Dated: 6/5/2019
By: [Signature]
Title: Vice President of Legal
Address: 408 St. Peter Street, Ste. 600
St. Paul, MN 55102
Telephone: 800-314-0147
Facsimile: _____
Email Address: dawn.kubat@granicus.com

“Assignee”