

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Ann Reno

**Department:** Community Development



00155859202209861430150158

KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_

FILED

NO. 2022 110

6/09/2022  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

**CONTRACT FOR PROFESSIONAL SERVICES** BY ed DEPUTY

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

GRANICUS

THIS CONTRACT FOR PROFESSIONAL SERVICES (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN DOUGLAS COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("COUNTY"), AND GRANICUS ("CONTRACTOR"). THE COUNTY AND CONTRACTOR ARE AT TIMES COLLECTIVELY REFERRED TO HEREINAFTER AS THE "PARTIES" OR INDIVIDUALLY AS THE "PARTY."

**WHEREAS**, the County, from time to time, requires the services of independent contractors;

**WHEREAS**, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, competent, ready, willing and able to perform the services required by the County as hereinafter described.

**WHEREAS**, Contractor represents that Contractor possess all required licenses and permits to perform the services required by County;

**NOW, THEREFORE**, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **EFFECTIVE DATE OF CONTRACT.** Upon execution by all parties, this Contract shall be effective 06/01/2022 and will terminate on 06/30/2023 unless the Contract is terminated earlier in accordance with Paragraph 8.
2. **SERVICES TO BE PERFORMED.** The Parties agree that the services to be performed by Contractor are as follows in Exhibit A.
3. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 2 at a total cost not to exceed \$31,177.00. Contractor will invoice and the County will pay for all fees as described in Exhibit A. Invoices are due within 30 days of issuance. Annual subscription fees are due upfront on the effective date of this Contract. County will pay invoices it receives within a reasonable time.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation license fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to

perform the services described by this Contract.

**4. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor, its associates and its employees shall have the status of independent contractors and that this contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including that Contractor is not a Douglas County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and the County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Contract.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Contract.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Contract, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; the County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the County in the skills necessary to perform the services required by this Contract.
- h. The County shall not require Contractor or Contractor's employees or contract personnel to devote themselves full time to performing the services required by this Contract.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract;

Contractor understands that an IRS Form 1099 will be filed by the County for all payments the County makes to Contractor.

**5. INDUSTRIAL INSURANCE.** Contractor shall, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the Contract, complete and provide the following written request to a qualified insurer:

Granicus has entered into a contract with Douglas County to perform work from 06/01/2022 to 06/30/2023 and requests that the insurer provide to Douglas County (1) a certificate of coverage issued pursuant to NRS 616B.627 and (2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order Contractor to stop work, suspend the Contract, or terminate the Contract. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that it is a sole proprietor and that:

- A. In accordance with the provisions of NRS 616B.659, it has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
- B. Is otherwise in compliance with those terms, conditions and provisions

**6. LICENSING.** Contractor agrees to maintain any required licenses to perform any services for the County. The failure to maintain any required license will result in immediate termination of this Contract.

**7. GENERAL LIABILITY INSURANCE.** The County's liability coverage will not extend to Contractor, and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the

Douglas County Manager, Post Office Box 218, Minden, Nevada 89423. Such proof of insurance must be provided at least annually throughout the term of this Contract and the County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

**8. TERMINATION OF CONTRACT.** This Contract may be revoked without cause by either Party prior to the date set forth in Paragraph 1, provided that a revocation shall not be effective until 30 days after a Party has served written notice upon the other Party. Contractor shall submit billings for work performed up to the effective date of termination.

**9. CONSTRUCTION OF CONTRACT.** This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both Parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

**10. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**11. ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County, provided, however, that either Party may assign this Contract 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.

**12. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related solely and exclusively to this Contract shall be subject to inspection, examination and audit by the County.

**13. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, or other materials prepared by or supplied to Contractor solely and exclusively in the performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion of the project, or termination or cancellation of this Contract.

Contractor's products and services are purchased by the County as subscriptions. Contractor hereby grants and the County hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use Contractor's products and services during the term of this Contract. Contractor reserves all right, title and interest in Contractor's products and services, the documentation and resulting product including all related intellectual property rights. No implied licenses

are granted to the County. Contractor's name, logo, and the product names are trademarks of Contractor, and no right or license is granted to use them. The County assigns to Contractor any suggestion, enhancement, request, recommendation, correction or other feedback provided by the County relating to the use of Contractor's products and services. The County shall not: (i) Misuse any Contractor resources or cause any disruption; (ii) Use any process program or tool for gaining unauthorized access to the systems, networks, or accounts of third parties; (iii) Use Contractor's products and services in a manner in which system or network resources are unreasonably denied to third parties; (iv) Use the products and services as a door or signpost to another servicer; (v) Access or use any portion of Contractor's products and services except as expressly allowed by this Contract; (vi) Disassemble, decompile, or otherwise reverse engineer all or any portion of Contractor's products and services; (vii) Use Contractor's products and services in violation of U.S. laws or regulations; (ix) subcontract, disclose, rent, or lease Contractor's products and services, or any portion thereof, for third party use; or (x) Modify, adapt or use Contractor's products and services to develop any software application intended for resale which uses Contractor's products and services in whole or in part.

**14. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada or a court of competent jurisdiction, shall be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

It is expected that one Party may disclose to the other Party certain information which may be considered confidential or trade secret information ("Confidential Information"). Confidential Information shall include: (i) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (ii) non-public information of a Party if it is identified as confidential or proprietary before, during, or promptly after presentation; and (iii) any information that should be reasonably understood to be confidential or proprietary to a Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Party agrees to receive and hold any Confidential Information in strict confidence. Each Party also agrees: (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not to use any Confidential Information for any purpose other than for performance under this Contract; (iii) to restrict access to Confidential Information to those of its employees, agents, and contractors who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (iv) to exercise at least the same standard of care and security to protect the Confidential Information received by it as it protects its own confidential information. If a Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the other Party as promptly as practicable so that such Party may seek a protective order or waiver for that instance.

Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of either Party; (ii) was in a Party's possession before

receipt from the other Party; (iii) is rightfully received by a Party from a third party without any duty of confidentiality; (iv) is independently developed by a Party without use or reference to the other Party's Confidential Information; or (v) is disclosed with the prior written consent of the Parties.

Each Party shall return or destroy the Confidential Information upon written request by the other Party; provided, however, that each Party may retain one copy of the Confidential Information in order to comply with applicable law. The County understands and agrees that it may not always be possible to completely remove or delete all Confidential Information from Contractor's databases without some residual data.

**15. INDEMNIFICATION.** Contractor will defend the County from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Contract ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims that Contractor's products and services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Contract. In the event of such a Claim, if Contractor determines that this Contract is likely affected, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Contractor will, in its discretion: (i) replace the affected Contractor products and services; (ii) modify the affected Contractor products and services to render them non-infringing; or (iii) terminate this Contract with respect to the affected solution and refund to County any prepaid fees for the then-remaining or unexpired portion of the Contract term.

Notwithstanding the foregoing, Contractor will have no obligation to indemnify, defend, or hold the County harmless from any Claim to the extent it is based upon: (i) a modification to any solution by the County (or by anyone under the County's direction or control or using logins or passwords assigned to the County); (ii) a modification made by Contractor pursuant to the County's required instructions or specifications or in reliance on materials or information provided by the County; or (iii) the County's use (or use by anyone under the County's direction or control or using logins or passwords assigned to the County) of any Contractor products and services other than in accordance with this Contract. This Section sets forth County's sole and exclusive remedy, and Contractor's entire liability, for any Claim that Contractor's products and services or any other materials provided by Contractor violate or infringe upon the rights of any third party.

With regard to any Claim subject to indemnification pursuant to this Section: (i) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (ii) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (iii) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon

the indemnified Party without the prior written consent of the indemnified Party.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS CONTRACT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY THE COUNTY FOR CONTRACTOR'S PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED

**16. WARRANTIES.** Contractor warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance of Contractor's products and services; however, Contractor's products and services are provided "AS IS" and as available. EXCEPT AS PROVIDED ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT CONTRACTOR'S PRODUCTS AND SERVICES WILL MEET THE COUNTY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

**17. MODIFICATION OF CONTRACT.** This Contract constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.

**18. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this Contract.

**19. INCORPORATED DOCUMENTS.** The Parties agree that this Contract references or incorporates no other documents or exhibits, other than those described in Paragraph 2.

**20. SEVERABILITY.** The illegality or invalidity of any provision or portion of this Contract shall not affect the validity of the remainder of the Contract and this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Contract unenforceable.

**21. NO APPROPRIATION OF FUNDS.** All payments and services provided under this Contract are contingent upon the availability of the necessary public funding. In the event that the County does not receive the funding necessary to perform in accordance with the terms of this Contract, this Contract shall automatically terminate and all fees due and owing shall be paid.



22. **NOTICES.** Except as otherwise set forth above, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given three business days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:


**FOR COUNTY:**

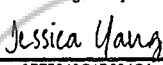
Douglas County Community Development  
Attn: Tom Dallaire  
P.O. Box 218  
Minden, Nevada 89423  
(775) 782-6201

**FOR CONTRACTOR:**

Granicus  
Attn: Contracts  
408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
(415) 874-1783

IN WITNESS WHEREOF, the parties hereto have caused this contract for professional services to be signed and intend to be legally bound thereby.

 6/7/22  
Patrick Cates Date  
Douglas County Manager

DocuSigned by:  
 6/2/2022  
Jessica Yang Date  
Director, Renewals  
Granicus



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Douglas County NV

**EXHIBIT A:**  
**Granicus Proposal for Douglas County NV**

**ORDER DETAILS**

**Prepared By:** Kyle Salonga  
**Phone:** 415.874.1783  
**Email:** kyle.salonga@granicus.com  
**Order #:** Q-180044  
**Prepared On:** 05/31/2022  
**Expires On:** 06/30/2022

**ORDER TERMS**

**Currency:** USD  
**Payment Terms:** Granicus will invoice Client on or after 7/1/2022. Payment is due Net 30 days from receipt of invoice. (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** This Agreement shall become effective on 6/1/2022 and will continue through 6/30/2023. Client will have the option to renew this Agreement for 3 period(s) of 1 year each.



## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$0.00</b>

New Subscription Fees				
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Fee
Address Identification	6/1/2022 to 6/30/2023	Annual	958 Rental Listings	\$22,266.55
24/7 Hotline	6/1/2022 to 6/30/2023	Annual	958 Rental Units	\$8,910.45
<b>SUBTOTAL:</b>				<b>\$31,177.00</b>



### FUTURE YEAR PRICING

Solution(s)	Period of Performance		
	Year 2	Year 3	Year 4
Address Identification	\$20,551.31	\$20,551.31	\$20,551.31
24/7 Hotline	\$8,224.06	\$8,224.06	\$8,224.06
<b>SUBTOTAL:</b>	<b>\$28,775.37</b>	<b>\$28,775.37</b>	<b>\$28,775.37</b>





## PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, &amp; Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> <li>- Updating listing activity and details every 3-5 days</li> <li>- Screenshot activity of every listing</li> <li>- Deduplication of listings into unique Rental Units</li> <li>- Activity dashboard and map to monitor trends and breakdown of compliance</li> </ul>
24/7 Hotline	<p>24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos)</p> <ul style="list-style-type: none"> <li>- 24/7 call center for citizens to contact and report complaints verbally</li> <li>- Recordings for all call center complaints</li> <li>- Email notifications to your team when complaints are logged</li> <li>- Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint</li> <li>- SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes</li> <li>- Hotline Dashboard for tracking complaint volumes, trends, and categories</li> <li>- Ability to upload Notes/Comments to each complaint</li> </ul>
Address Identification - Setup and Configuration	<p>Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.</p> <p><i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i></p>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.



# CERTIFICATE OF LIABILITY INSURANCE

10/20/2022

DATE (MM/DD/YYYY)

12/17/2021

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

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

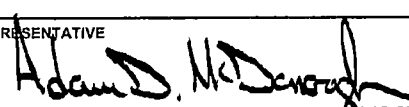
<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL:</b> <b>ADDRESS:</b>	<b>FAX (A/C, No):</b>																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B :</td> <td>Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C :</td> <td>The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D :</td> <td>Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER E :</td> <td>American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	National Fire Insurance Co of Hartford	20478	INSURER B :	Valley Forge Insurance Company	20508	INSURER C :	The Continental Insurance Company	35289	INSURER D :	Columbia Casualty Company	31127	INSURER E :	American Casualty Company of Reading, PA	20427	INSURER F :	
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<b>INSURED</b> 1428953 Granicus, LLC 1999 Broadway Denver CO 80202																						

**COVERAGES** GRAIN01      **CERTIFICATE NUMBER:** 17871027      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	6043664103	10/20/2021	10/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 Ded <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$1,000 Ded	N	N	6043664084	10/20/2021	10/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6043664067 (AOS) 6043664070 (CA)	10/20/2021 10/20/2021	10/20/2022 10/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab/Tech E&O/Cyber Liab	N	N	596722177	12/15/2021	12/15/2022	\$5M

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Niagara Frontier Transportation Authority Niagara Frontier Transit Metro System, Inc. are included as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier

<b>CERTIFICATE HOLDER</b> 17871027 Evidence of Insurance	<b>CANCELLATION</b> See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**To whom it may concern:**

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

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17871027**.

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

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

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

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

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

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

9th day of JUNE, 2022

By Emily Uzbrowski Deputy

Lockton Insurance Brokers, LLC  
License #0F15767

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