



Consent to Assumption Agreement

This Assumption of the Vision Technology Solutions LLC (hereinafter referred to as "Vision") Service Agreement (this "Assumption") is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Lexington-Fayette Urban County, KY (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Vision entered into an Agreement effective 6/25/2015 (the "Agreement"); and

WHEREAS, on 2/9/2018, Vision was acquired and Granicus desires to accept and assume all of Vision's rights, duties, benefits, and obligations under the Agreement; and

WHEREAS, the Client desires to consent to such assumption;

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

1. Granicus accepts and assumes all rights, duties, benefits, and obligations of the Agreement, including all existing and future obligations to perform under the Agreement.
2. All references to Vision, under the Agreement, shall hereinafter be referred to as Granicus.
3. The Client hereby consents to the foregoing assumption.
4. Except as amended by this Assumption, all other terms and conditions of the Agreement shall remain in full force and effect.
5. In the event of any inconsistency between the provisions of this Assumption and the documents comprising the Agreement, the provisions of this Assumption shall prevail.

IN WITNESS WHEREOF, the parties have caused this Assumption to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Lexington-Fayette Urban County, KY

Signature:

Name: Linda Gorton

Title: Mayor

Date: 8/28/2020

Granicus

Signature:

Name: Jessica Yang

Title: Manager of Business and Contracts

Date: 7.28.2020



Granicus Budgetary Proposal for Lexington-Fayette Urban County, KY

Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.

Granicus Contact

Name: Olivia Rockwell

Phone:

Email: olivia.rockwell@granicus.com

Proposal Details

Quote Number: Q-107911

Prepared On: 7/23/2020

Valid Through: 9/30/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Current Subscription End Date: 9/30/2020

Period of Performance: 10/1/2020 - 6/30/2021

Annual Fees for Renewing Subscriptions

Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	10/1/2020 to 6/30/2021	Annual	1 Each	\$8,599.51	\$6,449.63
SUBTOTAL:				\$8,599.51	\$6,449.63

Terms and Conditions

- The terms and conditions set forth in the Agreement effective 6/25/2015 are incorporated herein by reference.



- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lexington-Fayette Urban County, KY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-107911 dated 7/23/2020 are incorporated into this Purchase Order by reference.