

**ASSIGNMENT, ASSUMPTION AND AMENDMENT TO
WEBSITE DEVELOPMENT, HOSTING & MAINTENANCE
SERVICES AGREEMENT**

This Assignment, Assumption, and Amendment of the Website Development, Hosting, and Maintenance Agreement (“Amendment”) is made and entered into by and between Vision Internet Providers, Inc., (“ASSIGNOR”), Granicus, LLC, (“ASSIGNEE”), and the City of North Port, Florida, a Florida municipality (“CITY”).

WITNESSETH

WHEREAS, ASSIGNOR and CITY entered into a Website development, Hosting, and Maintenance Services Agreement, dated March 10, 2018 (the “Agreement”); and

WHEREAS, the Agreement provided that ASSIGNOR would provide to the CITY with website maintenance, hosting, and licensing, designed to equip the CITY with the technology, expertise, and training to keep the CITY’S website relevant and effective over time; and

WHEREAS, ASSIGNOR merged its operations with ASSIGNEE on February 9, 2018, at which time ASSIGNEE assumed all obligations and responsibilities of ASSIGNOR under the Agreement; and

WHEREAS, ASSIGNOR desires to assign not only its rights under the Contract but also its obligations and responsibilities under the Contract to ASSIGNEE; and

WHEREAS, ASSIGNOR may assign its interest in the Agreement, upon CITY’S prior written consent pursuant to Section 21 of the Agreement; and

WHEREAS, ASSIGNOR and CITY desire to amend the Agreement pursuant to Section 31 of the Agreement to memorialize the desired assignment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Effective February 9, 2018, ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR’S rights, obligations and responsibilities under the Agreement, and ASSIGNEE hereby agrees to assume all of ASSIGNOR’S obligations and responsibilities under the Agreement, including but not limited to ASSIGNOR’S obligations and responsibilities for all work performed under the Agreement by ASSIGNOR before February 9, 2018.
2. The terms of this Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns.
3. Section 20 of the Agreement, “Notices”, is hereby deleted and replaced in its entirety with the following:

20. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONTRACTOR'S REPRESENTATIVE

Brittany Catalozzi
Account Manager
Granicus, LLC
408 St. Peter St. Suite 600
Saint Paul, MN 55102
TEL: 571-274-0829
Brittany.catalozzi@granicus.com

THE CITY'S REPRESENTATIVES

For items dealing with the IT Department	Legal Notices: such as those related to breach, termination, amendments, etc., should be copied to the City Attorney
Vicki Edwards	City Attorney
IT Business Administrator	City Attorney's Office
City of North Port	City of North Port
4970 City Hall Boulevard	4970 City Hall Boulevard
North Port, FL 34286	North Port, FL 34286
TEL: 941-429-7141	TEL: 941-429-7260
vedwards@cityofnorthport.com	northportcityattorney@cityofnorthport.com

Changes in the respective addresses may be made from time to time by either party by written notice to the other party.

4. This Amendment may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument.
5. The parties covenant and agree that each is duly authorized to enter into and perform this Amendment and those executing this Amendment have all requisite power and authority to bind the parties.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE and CITY have executed this Amendment of the Agreement as of the last date of signature below.

ASSIGNOR: VISION INTERNET PROVIDERS, INC.

Witness: _____

By: _____ Its: ____

ASSIGNEE: GRANICUS, LLC

Witness: _____

By: _____ Its: ____

CITY OF NORTH PORT, FLORIDA

By: _____
Jason Yarborough, Interim City Manager
Acting City Manager

ATTEST

APPROVED AS TO FORM AND CORRECTNESS

Heather Taylor, CMC
City Clerk

Amber L. Slayton
City Attorney