

AGREEMENT FOR SERVICES #273-S0811
AMENDMENT III

THIS AMENDMENT III to AGREEMENT FOR SERVICES #273-S0811 made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Granicus, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 600 Harrison Street, Suite 120, San Francisco, California 94107, and whose Agent for Service of Process is Emery Jones 2323 44th Avenue, San Francisco, California 94116 (hereinafter referred to as "Contractor" or "Granicus");

RECITALS

WHEREAS, Contractor has been engaged by County to provide an integrated agenda workflow system entitled "Legistar" specifically capable of the generation and maintenance of agenda documentation for use by the Board of Supervisors, various County departments, commissions, committees, and the public within El Dorado County in accordance with Agreement for Services dated November 6, 2007, Amendment I dated September 28, 2010, and Amendment II dated September 13 2011, all incorporated herein and made by reference a part hereof; and

WHEREAS, County has determined that it is necessary to upgrade the system to the Open Platform and Government Transparency Suites and the Legistar Hosted System upgrade; and

WHEREAS, County and Contractor mutually agree to add Section C. to **ARTICLE I – Scope of Services**; and

WHEREAS, County and Contractor mutually agree to amend **ARTICLE III – Compensation for Services** to include the additional cost of the system upgrade and ongoing maintenance for same; and

WHEREAS, County and Contractor Mutually agreed to add **ARTICLE XXII – Ownership of Data**.

NOW, THEREFORE, the parties do hereby agreement that Agreement for Services #273-S0811 shall be amended a third time as follows:

ARTICLE I

Scope of Services:

C. Contractor agrees to furnish the personnel and equipment necessary to provide Software License and Support in connection with a system upgrade to the County's electronic integrated agenda workflow system.

1. GRANICUS SOFTWARE AND MANAGED SERVICES

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Contractor will provide County with the Granicus Software (Open Platform and Government Transparency Suites) Software, Professional Services, and Managed Services that comprise the Granicus Solution as outlined in Exhibit "A", marked "Granicus Proposal", incorporated herein and made a part by reference hereof.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sub licensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus

Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party.

ARTICLE III

Compensation for Services: For services and all deliverables provided herein, County agrees to pay Consultant annually in advance and within thirty (30) days following County's receipt and approval of itemized invoice(s). Payment for all included support and hosted InSite service shall be one annual payment of \$13,507 as amended and payable thirty (30) days following the first day of the effective period as stated in Amendment I. County and Consultant agree that after the initial one (1) year period of this Agreement, the annual compensation for services to be provided upon renewal may increase by no more than five (5) percent annually. The total amount of this Agreement as amended shall not exceed \$13,507 annually and an amount less than or equal to the previous annual payment plus a five (5) percent increase for each subsequent year.

Payment for all included support and Legistar Hosted System Upgrade shall be one annual payment of \$13,920.00 in advance and payable thirty (30) days following County's receipt and approval of invoice effective July 1, 2012. The initial upfront cost for upgrade implementation shall be payable to Consultant upon execution of this Amendment in lump sum of \$8,925.00 following County receipt and approval of invoice. County and Consultant agree that after the initial one (1) year period of this Agreement, the annual compensation for services to be provided upon renewal may increase by no more than five (5) percent annually. The total amount of this Agreement as amended shall not exceed \$13,920.00 annually and an amount less than or equal to the previous annual payment plus a five (5) percent increase for each subsequent year.

ARTICLE XXII

Ownership of Data: In case of termination by County or expiration of the Service Agreement, Granicus and the County shall work together to provide the County with a copy of its Content. The County shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through optional media: data CD, external hard drive, or flash drive. A CSV or XML file will be included providing clip information such as name, date, and/or description. This option may result in an additional charge to County.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content using the Granicus Application Programming Interface. This option shall be provided free of charge.

The County and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.

Except as herein amended, all other parts and sections of Agreement for Services #273-S0811 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____

Jim Mitrisin
CAO Administrative Technician
Chief Administrative Office

Requesting Department Head Concurrence:

By: _____ Dated: _____

Terri Daly
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to Agreement for Services #273-S0811 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Terri Daly
Purchasing Agent
"County"

Dated: _____

-- CONTRACTOR --

Granicus, Inc.
A California Corporation

By: _____

Ed Roshitsh
Chief Operating Officer
"Contractor"

Dated: _____

By: _____

Corporate Secretary

Dated: _____

Proposed Solution

Granicus® Open Platform

The Granicus® Open Platform allows you to stream an unlimited number of meetings and events online and over mobile devices – play video in Flash, HTML5 and Silverlight. Publish all of your content online with indefinite retention schedules. Rely on the Open Platform’s Unified Encoder to give you unlimited bandwidth, storage, and intelligent routing. You can also access a library of community content and start publishing videos immediately. Finally, leverage an open architecture and connect in-house or third-party solutions to Granicus.

- Stream unlimited meeting bodies and events
- Indefinite retention schedules
- Intelligent media routing
- Community content library
- Open architecture and SDK

Government Transparency Suite

The Government Transparency Suite gives your citizens access to public meetings and records online. Take the next step towards greater transparency and link related documents to your video, offer your full agenda packet, and provide advanced searching of archives. Reach a broader audience through downloadable formats (MP3, MP4) and make video available offline. Granicus’ reporting tools give you a detailed analysis of visitor statistics to help you better understand viewership trends.

- Publish agenda packets with video
- Link relevant materials
- Build reports and analytics
- Index videos live
- Offer downloadable formats (MP3 & MP4)
- iLegislate Agenda App for iPad

Legistar Hosted System

The Legistar web-based solution will eliminate the need for associated hardware and software license costs. It will also, reduce personnel expenditures associated with servicing the system. The web-based application will provide the County with the best flexibility and economics. We deliver our fully hosted, web-based solution from our top tier facilities located in Ashburn VA, and San Francisco CA. Each facility meets or exceeds Tier III standards (the highest commercially available datacenter rating) as measured by the Uptime Institute (<http://uptimeinstitute.org/>). These facilities are engineered to the highest standards, ensuring application and data availability and security.

Pricing

Item	Up-Front Cost	Monthly Cost
Open Platform Suite	\$0.00	\$550.00
Government Transparency Suite	\$6,800.00	\$500.00
Legistar Hosted System Upgrade	\$2,000.00	\$110.00
Shipping	\$125.00	\$0.00
Grand Total	\$8,925.00	\$1,160.00
*Promotion free managed services until July 1st 2012		-\$1,160.00

- All suites require the Granicus Open Platform
- All Suites include hardware and software
- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality.
- This proposal expires on 11-23-11

This promotion does not alter or delay the date on which your upfront payments will be due as defined in the Granicus Service Agreement. Offer valid until **11/23/2011. As part of this promotion, the Client will receive Monthly Managed Services at no cost to Client until July 1, 2012. Discounted billing for Monthly Managed Services will start after deployment has been completed. Clients are responsible to pay their Monthly Managed Service fees in full starting July 1, 2012, billing for this period starts on April 15, 2012. Up-front costs are not affected by this promotion. For sales including managed hardware, deployment will not begin unless a signed contract has been received.

Project Plan

The plan below was created to achieve an end of February Go-Live. Actual deployment and training dates will be set based on County Staff schedules during the Kick-Off Call.

Item	Date
On-Site Meeting	10-26-11
Project Timeline Review	11-1-11
Project Approved	Week of 11-14-11
Contract Executed	11-21-11
Project Kick Off Call	12-1-11
Hardware Shipped	Week of December 5 th for Delivery Week of December 19 th
Software Installed and Configured	Week of January 9 th
Solution Deployment Validated	Week of January 16 th
Training Completed	Week of February 6 th
Internal Go-Live	Week of February 13 th
System Accepted	TBD
Go Live to the Public – Project Successful!	Last Meeting in February

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, legislative management, and training management solutions with:
 - Over 700 clients in all 50 states, at every level of government
 - Over 24,000,000 webcasts viewed
 - More than 190,000 government meetings online
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified Integrations provide flexibility and choice of best-of-breed solutions
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen participation services
- Only provider of both government webcasting and training management services
- Access a library of peer-created government media content from over 700 Granicus users
- 97% customer satisfaction rating, 99% client retention rating
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>