

— Resubmittal —

FENIX #5289

Contract # 273-S0811

CONTRACT ROUTING SHEET

Date Prepared: 9/17/07

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts
Dept. Contact: Dustin Bailey
Phone #: 5833
Department Head Signature: Bonnie H. Rich
Bonnie H. Rich

CONTRACTOR:

Name: Daystar Computer Systems, Inc.
Address: 600 Jackson Boulevard
Chicago, IL 60661
Phone: 800-875-2489

CONTRACTING DEPARTMENT: Chief Administrative Office

Service Requested: Software License and maintenance
Contract Term: Perpetual Contract Value: \$10,420.00/year
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: ✓ Date: 9/28/07 By: [Signature]
Approved: _____ Disapproved: ✓ Date: 10/22/07 By: [Signature]

*see attached memo dated 10/12/07 - Revisions incorporated
- statement of designation by foreign corporation + agent for service of process is not signed
- economic analysis required per outcome of feasibility analysis form completion
- disapproved for reasons stated above and on pages 5 and 7. See attached memo.
Changes incorporated 10/10/07
Note: Auto liability not shown on insurance certificate - doesn't appear necessary. Subject to risk approval
separate additional insured endorsement not provided

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 10/23/07 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: Information Technologies
Approved: ✓ Disapproved: _____ Date: 9/17/07 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: (Tom St. John)

RESUBMITTAL : 8 CORRECT FORMAT
REVISED INDEMNITY

FENIX # 929

Contract #: 273-S0811
Amendment I

CONTRACT ROUTING SHEET

Date Prepared: 07/22/2010

Need Date: 08/02/2010

PROCESSING DEPARTMENT:

Department: CAO
Dept. Contact: Jim Mitrisin/Kelly Webb
Phone #: 5530
Department
Head Signature: *[Signature]*

CONTRACTOR:

Name: Daystar Computer Systems
Address: 600 Jackson Blvd
Chicago, IL 60661
Phone: 866-430-2810

CONTRACTING DEPARTMENT: CAO

Service Requested: Amd I - Legistar's hosted svc "InSite", service and support

Contract Term: 10/01/10 - Perpetual

Contract/Amendment Value: \$13,507.00 Annually

Compliance with Human Resources requirements?

Yes: ☐

No: ☒

Compliance verified by:

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ☒ Disapproved: ☐ Date: 8/18/10

By: *[Signature]*

Approved: ☒ Disapproved: ☐ Date: 9/15/10

By: *[Signature]*

Note: This is labelled a contract "amendment" yet it seems to be a stand alone contract. If the old contract expires, it expires with the new contract date, just remove the word "amendment". If it doesn't, either don't use an amendment, or leave it as a stand alone contract, but add a clause saying it supersedes the old contract. - CORRECTED FORMAT for

@ The indemnity clause is weakened - REVISED INDEMNITY for

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ☒ Disapproved: ☐ Date: 8/19/10

By: *[Signature]*

Approved: ☐ Disapproved: ☐ Date: _____

By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:

Approved: ☐ Disapproved: ☐ Date: _____ By: _____

Approved: ☐ Disapproved: ☐ Date: _____ By: _____

FENIX # 529

Contract #: **273-S0811**
Amendment II

CONTRACT ROUTING SHEET

Date Prepared: 08/18/2011

Need Date: 08/26/2011

PROCESSING DEPARTMENT:

Department: CAO
Dept. Contact: Jim Mitrisin
Phone #: 5592
Department Head Signature: [Signature]

CONTRACTOR:

Name: Granicus Inc.
Address: 600 Harrison Street Ste 120
San Francisco, CA 94107
Phone: 415-357-3618

EL PASO COUNTY COUNSEL
JUL 26 PM 12:16

CONTRACTING DEPARTMENT:

Chief Administrative Office

Service Requested: Review Amd II - Granicus aquired Daystar as of April 29, 2011

Contract Term: 04/29/11 (Retro) - Perpetual Contract/Amendment Value: \$13,507.00

Compliance with Human Resources requirements?

Yes: ☐

No: ☒

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ☒ Disapproved: ☐ Date: 9/6/11 By: [Signature]
Approved: ☐ Disapproved: ☐ Date: _____ By: _____

RECEIVED
HUMAN RESOURCES DEPT.
11 SEP -6 PM 3:19

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ☒ Disapproved: ☐ Date: 9/6/11 By: Kier
Approved: ☐ Disapproved: ☐ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:

Approved: ☐ Disapproved: ☐ Date: _____ By: _____
Approved: ☐ Disapproved: ☐ Date: _____ By: _____

RUSH RESUBMITAL 11/20/11
Contract #: 273-S0811 Amendment III
FENIX # 529

CONTRACT ROUTING SHEET

Date Prepared: 11/9/11

Need Date: _____

PROCESSING DEPARTMENT:

Department: CAO/Procurement & Contracts

Dept. Contact: Bonnie H. Rich or James Mitirisin

Phone #: 5940/5592

Department _____

Head Signature: Bonnie H. Rich

CONTRACTOR:

Name: Granicus, Inc.

Address: 600 Harrison Street Suite 120

San Francisco, CA 94107

Phone: 415-357-3618

EL DORADO COUNTY COUNSEL
2011 NOV 14 AM 10:53

CONTRACTING DEPARTMENT: CAO

Service Requested: System Upgrade to Legistar Agenda System

Contract Term: _____ Contract Value: \$0.00

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: ✓ Date: 11/15/11 By: Jessie Beck

Approved: ✓ Disapproved: _____ Date: 11/21/11 By: Jessie Beck

See comments on amendment - inadequate treatment of whether these are replacement provisions or additions.

see changes as marked

Changes made 11/22/11 Ben

Pls. return to Purchasing

2011 NOV 21 AM 11:13

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 11/22/11 By: Jessie Beck

Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2011 NOV 22 AM 9:55

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract)

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: 10/09/2023

Need Date: 10/17/2023

PROCESSING DEPARTMENT:

Department: CAO-Procurement and Contracts
 Dept. Contact: Annika Andersson
 Phone: X 5911
 Department Head Signature: Jon Manning
Digitally signed by Jon Manning
 Date: 2023.09.11 11:45:25
 -07'00'
Jon Manning, CPPB
Administrative Analyst Supervisor

CONTRACTOR:

Name: Granicus, LLC
 Address: 408 Saint Peter Street, Suite 600
Saint Paul, Minnesota 55102
 Phone: _____
 Org Code: 1040000
 Project String
 (if applicable): _____

CONTRACTING DEPARTMENT: Information Technologies

Service Requested: Review and Approve
 Description: Fourth Amendment for Legistar Services
 Contract Term: Perpetual Contract Value: \$227,957.16

COUNTY COUNSEL: (must approve all contracts and MOU's)

Approved: ☒ Disapproved: ☐ Date: 10/16/2023 By: Janeth SanPedro
Digitally signed by Janeth SanPedro
 Date: 2023.10.16 12:06:02 -07'00'
 Approved: ☐ Disapproved: ☐ Date: _____ By: _____

With edits and comments as noted. -jds

Edited Draft 10/16/23-AA

COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!

HR APPROVAL:

Compliance with Human Resources requirements? Yes: ☒ No: ☐
 Compliance verified by: Sera Salmalyan
Digitally signed by Sera Salmalyan
 Date: 2023.10.18 14:19:41 -07'00'

RISK MANAGEMENT APPROVAL: (all contracts & MOU's except boilerplate grant funding contracts)

Approved: ☒ Disapproved: ☐ Date: 10/17/2023 By: Michael Andersen
Digitally signed by Michael Andersen
 Date: 2023.10.17 17:38:23 -07'00'
 Approved: ☐ Disapproved: ☐ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
 Approved: ☐ Disapproved: ☐ Date: _____ By: _____
 Approved: ☐ Disapproved: ☐ Date: _____ By: _____

PLEASE EMAIL SIGNED DOCUMENT TO: annika.andersson@edcgov.us

THANK YOU!

ORIGINAL

AGREEMENT FOR SERVICES #273-S0811

THIS AGREEMENT 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 Daystar Computer Systems, Inc., an Illinois Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 600 Jackson Boulevard, Chicago, IL 60661 and whose Agent for Service of Process is Corporate Creations Network, Inc., 131A Stony Circle, #500, Santa Rosa, CA; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it has a need for, and Consultant agrees to grant to County, a Legistar integrated agenda workflow system 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; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, Consultant warrants and represents that the program identified herein will serve the intended and functional purpose for El Dorado County; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services:

A. Software License

1. Consultant grants and County accepts a perpetual, nonexclusive and non-transferable license to use the Consultant's application (the "Software"), described as Legistar.
2. The Software referred to hereinabove is intended to be used for the general purposes of providing a customized, comprehensive, agenda workflow management and information retrieval system designed specifically to support the legislative process. The function of the Software includes, but is not limited to, the following purposes: information storage and indexing; scanned images and attachments; automatic agenda creation; automatic minutes; legislative tracking; information retrieval, public access web interface suite; and legislative reports.
3. The County is permitted one installation of the server data base portion of the Software and one secondary installation for testing. The License also permits an unlimited number of concurrent County workstation or internet connections to the Software, although County's use may be further governed by the performance or license limitations from third party providers of components of its network, data base, and hardware environment.
4. The Software or portions thereof, shall be used by County only on County's own computer equipment and only for the processing of County's own business.

County shall not use the Software in the operation of a service bureau or in any other manner that would permit or allow the use of the Software, or any portion thereof, in connection with transactions in which County is not involved. County shall under no circumstances assign, sublicense, or otherwise transfer the License to any other entity.

County shall at all times limit the use of the Software to its employees who have been appropriately trained.

The Software is being provided to County in executable object code form only. County agrees not to modify, translate, decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software, nor adapt the Software in any way to create a derivative work.

5. The County includes the right to make two security backup copies of the Software provided that (a) reasonable security precautions are taken to prevent the unauthorized copying or disclosure of the Software or any part hereof, and (b) that at all times Consultant's ownership of the Software is disclosed by prominent display of Consultant propriety and copyright notices.

6. Consultant represents that it is the owner of the Software and that it has the right to modify and to grant the right to use of the Software to County. All modifications, changes, enhancements, conversions, upgrades, or additions made to the Software and all related documentation, whether made by Consultant, County, or a third party, under this or any other Agreement, are and shall be the sole and exclusive property of Consultant, including all applicable rights to patents, copyrights, trademarks and trade secrets inherent therein, shall be considered a part of the Software, and shall be included in the license hereby granted to the County.
7. Both Consultant and County acknowledge and agree that successful operation of the Software in the County's environment shall require their full and mutual good faith cooperation, including, without limitation, the fulfillment of the obligations set forth in this Agreement.
8. In addition to providing Consultant with full, good faith cooperation and such information as may be required by Consultant in order to customize and execute the Software, County shall (a) appoint one or two employees of County who shall have sufficient computer systems experience and organizational authority to act as coordinator of all County activities in connection with the operation of the Software, and to supervise all tasks undertaken by County in connection with the modification, preparation, installation, use and support of the Software; (b) install and test all new revisions and updates of Software within thirty (30) days of receipt from Consultant, if circumstances warrant County may request a time extension that is mutually agreed upon by both parties; (c) provide written statements or descriptions of any Software problems at Consultant's request and perform any Software tests requested by Consultant support personnel who may be investigating any reported problems; (d) provide Consultant with suitable scratch media and supplies, which media will be returned upon request, to investigate reported problems; and (e) provide Consultant with the ability to remotely login to the Software using Internet Virtual Private Network (VPN), T1, DSL access or a phone modem at a communication rate of no less than 56 kbps.
9. County shall not sell, transfer, publish, disclose, display or otherwise make available to others any source code, or object code relating to the Software.

County shall use its best efforts to assist Consultant in identifying and preventing any unauthorized use or disclosure of the source code or object code of the Software or of any portion of the Software, or any of the algorithms or logic contained therein. Without limitation of the foregoing, County shall advise Consultant immediately in the event that County learns or has reason to believe that any person who has had access to the Software, or any portion thereof, has violated or intends to violate the terms of this Agreement; and the County will cooperate with Consultant in seeking injunctive or other equitable relief in the name of the County or Consultant against any such person.

County acknowledges that the Software contains proprietary trade secrets of Consultant and hereby agrees to maintain the confidentiality of the Software in a manner using at least the same degree of care and security as the manner used to maintain the confidentiality of County's own most confidential information.

Consultant acknowledges that in the course of implementing the Software for County it will necessarily be supplied with confidential or proprietary information of County concerning its business affairs, property, methods of operation, processing systems, or other information. Consultant hereby agrees to maintain the confidentiality of any such information which is clearly marked or labeled as confidential and to treat such information with the same degree of care and security as Consultant treats its own most confidential information.

All of the undertakings and obligations relating to confidentiality and non-disclosure, whether contained in this paragraph or elsewhere in this Agreement, and whether of Consultant or of the County, shall survive the termination of this Agreement for any reason.

Nothing in this paragraph shall prevent the operation of any law requiring that contracts with the County, and any other public records, be open to public inspection.

10. County shall, in addition to any license fee required hereunder, pay all applicable sales, use, transfer and other taxes and fees, whether federal, state or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby; excluding, however Federal and Illinois State income taxes on profits which may be levied against Consultant. County agrees to reimburse Consultant for the amount of all such taxes and fees paid or accrued by Consultant as a result of this transaction.
11. Following Consultant's receipt of payment for services provided, County shall receive a Certificate of Escrow which entitles County to claim a copy of the Legistar Software Source Code per the terms and conditions set forth in Article IX E.

B. Software Maintenance

1. Consultant offers to County and County hereby accepts the following provisions for the maintenance and support of Software.
2. This Agreement includes the following support services provided at no additional cost to County:

Classification (A) Unlimited Services:

- a. Investigation and correction of any software problems reported by County or discovered by Consultant;
- b. In house application maintenance including duplicate customized system upkeep;
- c. Interim version updates as they are made available;
- d. Technical assistance on the use and maintenance of the software.

The County may report any Classification (A) service requests to Consultant via email at support@daystarnet.com, fax transmittal to (312) 896-5052, voice at (312) 559-0900, or such other phone numbers or email addresses as Consultant might provide.

Unless special arrangements are made, Consultant shall provide software support by phone during its regular business hours (7 AM to 7 PM Central Time) Monday through Friday,

except for holidays. When deemed necessary by Consultant or requested by County, Daystar will make arrangements to provide face-to-face support services either on County's site or at Consultant's offices. Consultant will respond to telephone inquiries within two (2) business hours. Excluded services and expenses include expenses beyond normal operating costs related to the delivery of any services, travel time, and travel related expenses.

During the course of this Agreement, Consultant will provide copies of any updates or new feature releases of the Software at no cost to the County other than the costs of installation.

1. County's Obligations:

As conditions to receiving support under this Agreement, County agrees to:

- a. Load and test all new revisions and updates of Consultant Software within thirty (30) days of receipt by County; if circumstances warrant County may request a time extension that is mutually agreed upon by both parties;
- b. Perform any Software tests requested by Consultant support personnel who may be investigating any reported problems;
- c. Provide written statements or descriptions of Software problems at Consultant's request;
- d. Provide Consultant with suitable scratch media and supplies to investigate reported problems, these will be returned upon request;
- e. Consult with Consultant prior to installing any Operating system patches, updates or service packets that may be applied to the Legistar server for assurance that they have passed out certification testing for compatibility;
- f. Provide Consultant with the ability to remotely login to the system running the Daystar software using Internet Virtual Private Network (VPN), T1, DSL or dial-up modem access.

2. Remote Connectivity:

All installation, problem diagnosis, upgrades, and remote system administration support services specified in this Agreement will be delivered via remote electronic connection to the County's Legistar Server, in accordance with Exhibit "A", marked "El Dorado County Computer and Network Resource Usage Policies and Standards Guide", Section 3, Remote Access Policy, incorporated herein and made by reference a part hereof.

Internet or modem dial-up: County is responsible for purchase, installation and on-going maintenance of any hardware or local communications services required. This includes internet access, ISP services, modem and phone line. All installation, troubleshooting, updates, remote system administration, and any other support services specified in this Agreement will be delivered via remote electronic connection to the County's Legistar Server.

Remote connection software will be the choice of the County's Information Technologies Department. On-going acceptance or use of a particular communications software program or protocol is subject to change by either party.

In the event that the County specified any software or communications methodology that incurs any cost to Consultant, all work and costs will be provided on a time and materials basis and payable by the County.

In the event that Consultant and the County are unable to mutually agree on an acceptable remote communications protocol, Support Services under this Agreement will be restricted to those that can be provided via voice phone or email support.

ARTICLE II

Term: This Agreement is effective October 1, 2007 and shall renew annually unless terminated in accordance with **ARTICLE IX**.

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 shall be one annual payment of \$10,420 due and payable thirty (30) days following the first day of the effective period as stated in **ARTICLE II** above. 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 shall not exceed \$10,420.00 for the first annual period and an amount less than or equal to the previous annual payment plus a five (5) percent increase for each subsequent year.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

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ARTICLE VI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.
- E. In the event Consultant files bankruptcy, or ceases performance as described in items B. or C. above, County shall have the right to receive the contents of the source code escrow account as provided for in Article I herein, for the purpose of fulfilling Consultant's obligations under this Agreement.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: KELLY WEBB, PRINCIPAL ADMINISTRATIVE ANALYST

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

DAYSTAR COMPUTER SYSTEMS, INC.
600 W. JACKSON BLVD., SUITE 580
CHICAGO, IL 60661
ATTN: JOHN CICHON, GENERAL MANAGER

or to such other location as the Consultant directs.

ARTICLE XI

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

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ARTICLE XV

Nonresident Withholding (Form 588): All independent Consultants providing services to the County who are not California residents must file a State of California Form 588 certifying County's exemption from withholding where applicable; where not applicable, Consultant will indemnify and hold the County harmless for any action taken by the California Franchise Tax Board. The Consultant will be required to submit a Form 588 prior to execution of an Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement where applicable. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Kelly Webb, Principal Administrative Analyst, Chief Administrative Office, or designee/successor.

ARTICLE XVIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XX

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Kelly Webb Dated: 10/25/07
Kelly Webb
Principal Administrative Analyst
Chief Administrative Office

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Laura S. Gill Dated: 10/25/07
Laura S. Gill,
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: 11/6/07

By: [Signature]
RON BRIGGS **SECOND VICE-CHAIRMAN**
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: [Signature] Date: 11/6/07
Deputy Clerk

-- CONSULTANT --

Dated: 10/30/07

DAYSTAR COMPUTER SYSTEMS, INC.
A ILLINOIS CORPORATION

By: [Signature] **VP.**
JOHN **Ron Cichon, President**
"Consultant"

By: [Signature]
Corporate Secretary

Dated: 10/30/07

Exhibit "A"

El Dorado County

Computer and Network Resource Usage Policies and Standards Guide

General Use



Revision Date: 12/4/06

Prepared by Information Technologies Department

Jackie Nilius, Director

Steve Featherston, Assistant Director

Renee Finelli, IT Manager, Programming

Tom Straling, Technology Officer

Reviewed and edited by the Information Technologies Steering Committee members.

INTRODUCTION

This Computer and Network Resource Usage Policies and Standards Guide has been created to assist El Dorado County employees in understanding their responsibilities when using County computer workstations, printers, peripherals, software, and network resources. The Guide is intended to comply with Board Policy A-19 and applies to all County Employees.

Page 13, "El Dorado County Computer and Network Resource Usage Policies Agreement" must be signed by all County employees indicating they have read and understood the General Usage Policies, "1.1 – Background" through "1.14 – Remote Access Policies".

SECTION 1

TABLE OF CONTENTS

1	GENERAL USAGE POLICIES.....	6
1.1	Background	6
1.2	Purpose.....	6
1.3	General Use and Ownership	7
1.4	Use of Personally Owned Software and Equipment	8
1.5	Compliance with Software Copyright Laws	8
1.6	Disposal of Copyrighted Software Material.....	8
1.7	Use of Computer Resources.....	8
1.8	Policy for the Use of Electronic Communication	9
1.8.1	Definitions.....	9
1.8.2	Personal Use.....	10
1.8.3	State and Federal Laws	10
1.8.4	Restrictions	10
1.8.5	False Identity	11
1.8.6	Representation.....	11
1.8.7	Network Capacity	11
1.8.8	Possession	11
1.9	Use of the Internet.....	11
1.10	Computer User ID's and Password Policy.....	12
1.11	Computer Viruses.....	12
1.12	Removable Data Storage Devices	13
1.13	Portable Computing Devices (WPDA, PDA, Laptops, Tablets).....	14
1.14	Remote Access Policy.....	14
2	COUNTY USER AGREEMENT.....	17
3	GENERAL USAGE STANDARDS AND GUIDELINES	18
3.1	Electronic Communication.....	18
3.1.1	Security and Confidentiality	18
3.1.2	Anti-Spam Measures.....	18
3.1.3	HIPPA and Compliance with Electronic Communication Privacy Act	19

3.1.4	E-mail Retention Policy	19
3.1.5	Production E-mail File Standard	19
3.1.6	Managing Your E-mail	20
3.1.7	Electronic Communications – Instant Messaging	21
3.2	Passwords.....	22
3.2.1	Password Construction Guidelines	22
3.2.2	Password Protection Standards	23
3.2.3	Application Development Password Standards	24
3.2.4	Pass Phrases	24
3.2.5	Use of Passwords and Pass Phrases for Remote Access Users	24
3.3	Server Storage Utilization	25
3.3.1	File Storage Options.....	25
3.3.2	Server File Storage.....	25

GENERAL USAGE POLICIES

1.1 Background

El Dorado County has an extensive communication infrastructure with network and computing resources for use by County employees, contractors, vendors, quasi-governmental employees (fire departments, community services districts, etc) and temporary workers, hereafter referred to as "County User". In addition, the County provides a large and continuously growing number of computer workstations, printers, peripherals, software, training and supplies to all County sites. These items are provided by El Dorado County to allow County Users to perform tasks efficiently to meet the goals established by the El Dorado County Board of Supervisors.



While most are familiar with the term "computer", it is only one of the resources that are collectively known as network resources. Network resources consist of computers and their associated peripherals. These network resources, applications, and data provide the means to deliver services to El Dorado County residents.

While much of the data used by El Dorado County is "public" information, with legislative changes (HIPAA, Sarbanes-Oxley, etc.) there is a need to safeguard the data the County uses and to maintain the security and privacy of that data. Automatic and procedural security controls are in place to prevent or reduce unauthorized access to these resources. The primary responsibility for maintaining the integrity, security, and privacy of this information and its resources lies with the County User.

All computer systems furnished by the County, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic communication, file storage, Internet access ("www" browsing, use groups, etc.) and FTP (File Transfer Protocol), are the property of El Dorado County. These systems are to be used for business purposes in serving the interests of the County in the course of normal operations. Improper use of any of these resources can result in lost or degraded services to some or all County Users. Violation of local, State and Federal laws, rules and policies may call for prosecution under the law, including fines and imprisonment and disciplinary action.

County Users are responsible for reading, understanding, and following the appropriate use of County equipment and the release of County data. This document summarizes policies and offers standards and guidelines regarding the integrity, security, and privacy of County data, network resources and computers. County Users should contact their supervisors for any necessary clarification.



1.2 Purpose

The purpose of these policies is to define the acceptable use of computer equipment and networked resources throughout El Dorado County. These policies are in place to protect the County User and El Dorado County. Inappropriate use exposes El Dorado County to risks including but not limited to virus attacks, compromising network systems and services, and potential civil or criminal litigation. This

policy applies to all computer equipment that is used by County Users or any device connected to the El Dorado County network.

Deviations from these policies may occur based on specific departmental technical needs. Deviations must be reviewed and approved by the IT Director or designee. IT decisions may be appealed to the IT Steering Committee.

1.3 General Use and Ownership

The County's business information, telephone, network, computer and software resources, peripherals and supplies are County property and are intended to be used to conduct County business. They do not belong to individuals and are used by County Users for the purposes required for their position while employed or contracted by the County.



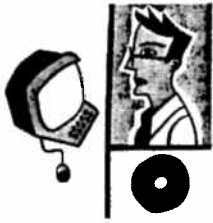
County Users should be aware that the data created or received on the County's computer systems remains the property of El Dorado County. There is no reasonable expectation of privacy regarding the confidentiality of information stored on any computer, terminal or network device belonging to El Dorado County, whether related to County business or to personal use.

It is the responsibility of the County User to safeguard confidential information from unauthorized disclosure or use. County Users shall not seek to use personal or confidential information for their own use or personal gain. County Users must take all reasonable precautions to ensure privacy is maintained under the law while handling information in any form, including but not limited to voice, electronic (disk file, diskette, CD ROM, DVD, magnetic tape, electronic communication, etc.), paper, photograph, and microfiche information.

Access to another County User's data will not be granted without written or electronic communication authorization from the appropriate department head or designee. All electronically stored data remains the property of El Dorado County; intentional destruction of this property is prohibited.

County Users are responsible for exercising good judgment regarding the reasonableness of personal use on personal time. County Users may engage in reasonable incidental personal use of the County's computer systems, to the extent permitted by the County User's department head, as long as such use does not degrade overall system performance (such as streaming media, i.e. music or video files), detract from a County User's productivity, duties, service to the public or to the County, violate any law, or any County policy, procedure, or regulation or tarnish the image of the County or contribute to the disrepute of the County.

For security and network maintenance purposes, Information Technologies staff members may monitor equipment, systems and network traffic at any time. This monitoring shall be done under the auspices of this policy, which is incorporated into Board Policy A-19.



1.4 Use of Personally Owned Software and Equipment

Personally owned software may not be installed on County computers, nor shall personally owned computer hardware or peripheral equipment be connected to County computers or attached to the County network.

1.5 Compliance with Software Copyright Laws

A copyright violation exposes the County to substantial risk of legal liability. County Users may not:

- Install any software without having proof of licensing;
- Install software licensed for one workstation on multiple machines; or
- Install or distribute "pirated" or other software products that are not appropriately licensed for use by El Dorado County.



County Users may not make unauthorized copies of copyrighted material including, but not limited to, photographs from magazines, books or other copyrighted sources, copyrighted music, or any copyrighted software for which the County or the County User does not have a valid license.

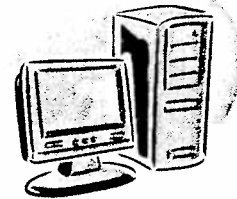


1.6 Disposal of Copyrighted Software Material

All copyrighted material must be disposed of in such a way as to render it useless and to minimize the potential liability to the County. The media on which the copyrighted material was obtained must be physically destroyed (for example, CDs, DVDs or floppy disks, will be broken in half or shredded) and any license keys or any other information that is required in order to use the software legally must be destroyed.

1.7 Use of Computer Resources

County computer resources are used by hundreds of County Users. To ensure that these resources are available and working properly, personal use of these resources must not negatively impact others.



No County User may attempt to access computer systems, or their resources, unless proper authorization has been granted by the department head. Any attempt to maliciously alter, erase, damage, destroy or make otherwise unusable or inaccessible any data, software, computer, or network system may constitute a felony and may result in any combination of disciplinary action and/or prosecution and fines, including litigation costs and payment of damages under applicable Local, State, and Federal statutes.

No County User shall willfully or through negligence introduce a malicious program into the network, any server or computer, (e.g. virus, worm, Trojan horse, electronic communication bomb etc.), nor shall any County User use port scanners or other intrusive software intended to undermine the stability and integrity of the County network and attached resources.

No County User shall use a County computing resource to engage in procuring, viewing or transmitting material that is pornographic in nature or is in violation of sexual harassment or hostile workplace guidelines. In general, any material that may be considered objectionable or may tend to bring the County into disrepute should not be sent via the County's computer systems.

El Dorado County has a significant investment in network server hardware and associated data storage capacity. Please see General Usage Standards and Guidelines – 3.3 Server Storage Utilization for options and recommendations for the file storage options, directory structure and back-ups to maximize available server storage space.



1.8 Policy for the Use of Electronic Communication

The need to manage electronic communication systems properly can be viewed the same as other records keeping systems; namely, to ensure compliance with laws concerning the creation, retention, or access to such electronic communication documents and to manage resources storing such electronic communication documents.

El Dorado County government agencies that use electronic communications have an obligation to make County Users aware that electronic communication messages, like paper records, must be retained and destroyed according to established records management procedures. They should deploy, or modify, electronic communication systems to facilitate electronic records management. Specific procedures and processes will vary according to departmental needs and the particular requirements placed on them via specific governmental agency rules or applicable law.

Please see General Usage Standards and Guidelines, 3.1 Electronic Communication for detail standards in support of these policies.

1.8.1 Definitions

Electronic communication **systems** transport messages (store and deliver) from one computer user to another. Electronic communication systems range in scope and size:

- From a local area network electronic communication system that delivers messages within an agency or office.
- To a wide area network electronic communication system that carries messages to a variety of physical locations.
- To Internet electronic communication that allows users to send and receive messages from around the world.

Electronic communication **messages** are documents sent or received by a computer system. This definition includes: 1) the contents of the communication, 2) any transactional information, and 3) any attachments associated with such communication. Thus, electronic communication messages are similar to other forms of communicated messages, such as correspondence, memoranda, and circular letters.

1.8.2 Personal Use

Incidental personal use, if authorized by the appropriate department head, of the County's electronic communication system is permitted as long as it is not excessive and does not degrade the performance of services or interfere with the County's normal business practices and the performance of the County User's business tasks. County Users should exercise sound judgment and sensitivity to others when exchanging personal messages in the workplace.

Lotus Notes is the County standard E-mail system.

- All incoming E-mail must be addressed to the County User's County-supplied electronic communication address such as John.Smith@edcgov.us. Firstname.lastname is the Standard Naming Convention. Receipt of non-County addressed E-mail is not allowed (jsmith@hotmail or comcast.com) for example. Examples of permitted incoming E-mails include those ending with edcgov.us, co.el-dorado.ca.us, edso.org, or /PV/EDC or /SLT/EDC (Lotus Notes addresses).
- Accessing personal E-mail from a commercial Internet service provider (ISP) via HTML and an Internet browser over the County network is prohibited. Examples of this type of ISP are MSN, Yahoo, Comcast, and Hotmail.
- The use of internet based commercial instant messaging products such as AOL Instant Messaging, Windows Instant Messaging, MIRC, IRC, etc. is prohibited over the County's network.
- Some electronic communication clients allow the use of downloadable plug-ins, allowing the computer user to add "emoticons" and other animations to their electronic communication. The downloading, installation and use of any of these items is prohibited on County computer systems.

1.8.3 State and Federal Laws

Use of the County's electronic communication system is subject to all applicable Federal and State communications and privacy laws. In particular, County Users need to be aware that attaching programs, sound, video, and images to electronic communication messages may violate copyright laws, and data files containing County User or citizen information are subject to all privacy laws.

1.8.4 Restrictions

Electronic communication may not be used for:

- Unlawful activities.
- Advertising (unsolicited electronic communication commonly referred to as "Spam").
- Mail "bombs".
- Uses that violate Departmental, County, State or Federal policies, such as, but not limited to, obscenity, sexual harassment, hostile work place, etc .
- Any other use which interferes with computing facilities and services of the County.

The list of restrictions is indicative rather than inclusive of restrictions and electronic communication may not be used for reasons other than those specifically mentioned.

1.8.5 False Identity

County Users shall not employ a false identity in sending electronic communication or alter forwarded electronic communication out of the context of its original meaning.

1.8.6 Representation

County Users shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the County unless they are appropriately authorized, explicitly or implicitly, to do so.

1.8.7 Network Capacity

The County's electronic communication system shall not be used for purposes that could reasonably be expected to cause, either directly or indirectly, excessive use of network service or capacity, or cause interference with other County Users use of electronic communication systems, or any computing facilities or services.

For example, attaching files larger than 5 MB to an E-mail message and sending the E-mail to multiple recipients. Files meant to be shared or accessed by multiple County Users should be stored on a shared drive and a file path (link) to the file should be sent to the intended recipients.

1.8.8 Possession

County Users are not responsible for "electronic communication in their possession" when they have no "reasonable" knowledge of its existence or contents.

Preservation of electronic communication (subject to litigation) is required when an individual knows or should reasonably know, by official notification or other communications, that probability of litigation exists or the process of discovery pursuant to litigation exists. Electronic communication and any associated attachments shall be preserved by all reasonable means until notified in writing by County Counsel that the litigation period has passed and that electronic communication pertaining to litigants no longer needs to be preserved. Preservation may include any and all electronic communication relating to possible litigation being copied onto readable media and delivered (with signed receipt) to County Counsel for later use. By not exercising reasonable and prudent precautions in preserving potential evidence, including electronic communication, you may subject yourself to criminal liability.

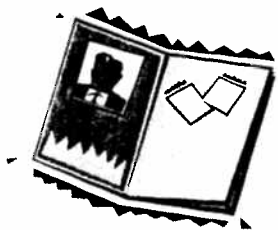
Every County User has a duty to preserve evidence in litigation! Destroying documents relevant to threatened or ongoing litigation may result in legal actions against that County User and against the County.

1.9 Use of the Internet

County User's incidental personal use of the Internet, if authorized by the appropriate department head, shall not encroach on or displace time spent performing their work duties. County Users shall not use the Internet in any way that may violate any other County rules, regulations, policies,



procedures or practices, or bring civil or criminal liability or public reproach or any conduct tending to bring the County service into disrepute.



1.10 Computer User ID's and Password Policy

All County Users shall be assigned "user ID's" and passwords. Based on a County User's responsibilities and his or her supervisor's authorization, the County User may be provided with access levels which allow him or her to view, create, alter, delete, print, or transmit information.

County Users are responsible for maintaining the security of their personal account and may not release it for use by any other individual.

All user-level passwords (e.g., electronic communication, web, desktop computer, etc.) must be changed at least every six months. The recommended change interval is every four months. There are some systems, such as access for DMV records, that require passwords be changed more often. Please see Section 3.2, Passwords for the correct construction of passwords.

User accounts (e.g., root, enable, NT admin, application administration accounts, etc.) that have system-level privileges or administrative privileges must have strong unique passwords (6-8 character minimum) and will face regular mandatory password changes of no more than every four (4) months.

Passwords must not be inserted into electronic communication messages or other forms of electronic communication, including programming languages.

Any County User found to have violated this policy shall immediately have their access revoked.

Please see General Usage Standards and Guidelines – 3.2 Passwords in support of this policy. All user-level and system-level passwords must conform to the guidelines described in 3.2.1 Password Construction Guidelines.

1.11 Computer Viruses

The computer industry faces a continuing onslaught of malicious viruses, worms, malware and other damaging programs that attack computer and network resources. The County maintains equipment that reduces the potential impact of viruses, worms, spam, malware and phishing attacks in order to minimize impact of these invasions. It is the responsibility of the County User to take precautions to protect his/her computer and all network resources throughout the County.



Any computer or peripheral connecting to the El Dorado County network must use County approved anti-virus software. This software must be configured to receive regular software and virus signature file updates. All County computing equipment or peripherals, as applicable, shall run up to date versions of the County approved antivirus software.

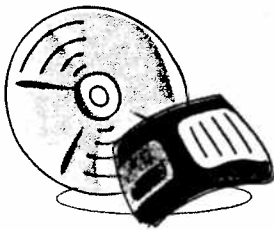
County Users should be cautious of opening electronic communication. Viruses can also be received from persons known to the recipient. If there is any doubt as to the validity of an attachment or the electronic communication, County Users shall delete the electronic communication and/or the attachment.

County Users may not download any software, including screensavers, from the Internet without prior authorization from the Director of Information Technologies, or designee.

Computers may not simultaneously connect to the County Wide Area Network (WAN) and other networks such as commercial, private, personal or direct Internet connections via dial-up, DSL or Broadband connections.

Critical data should be maintained on servers for security, anti-virus protection and to ensure data integrity through system tape back up.

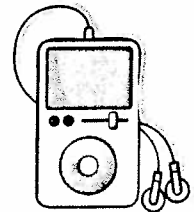
All computers connecting to the County network are required to be current on all operating system, browser, Office Suite and application updates. These are the updates to the programs mentioned, not necessarily the most current release of the programs.



1.12 Removable Data Storage Devices

There are many forms of removable data storage devices in use today. These devices include, but are not limited to; floppy disk, CDs, DVDs, USB sticks, MP3 players and cameras being the most common. These devices can easily spread viruses to County computer equipment. To prevent the spread of worms, trojans or viruses note the following:

- Floppy drive use should be avoided at all costs. If floppy drive disks must be used to transport data, they should be scanned upon insertion into the floppy drive bay. Never insert floppy disks unless they are from a known source.
- CDs and DVDs must be scanned for viruses upon insertion.
 - USB memory sticks pose the same risks as floppy disks and should be handled in the same manner.
- County cameras connected to computers via docking stations pose little risk.
- MP3 players (IPOD's etc) may not be connected to County computing equipment. The downloading of music from the internet to County computers is prohibited. Downloading music at home to MP3 players and connecting to County computers is prohibited due to the very high risk of infection.



1.13 Portable Computing Devices (WPDA, PDA, Laptops, Tablets)

Portable computing devices such as wireless and/or standard personal digital assistants and laptop computers are subject to every element of the Computer and Network Resource Usage Policies.

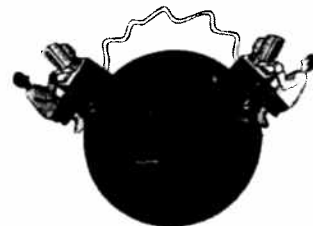
Due to their portable nature they are much more prone to loss or theft. Users of these devices are required to practice due diligence in loss prevention of the physical device and data contained within.

The following practices must be observed when transporting or using these devices at work or in the field:

- Physical security is one of the most important aspects of protecting these devices. Never let them out of your sight or leave them any place unattended.
- If these devices must be left in a vehicle, store them in the trunk or other secure location, camouflaging them as necessary to keep them out of sight.
- These devices should be protected with their integral security systems:
 - Laptops with Biometric devices (finger print scanners, retinal scanners) or smart cards and should be used whenever possible, especially equipment containing sensitive or regulatory protected data.
 - Sensitive data should be stored on secured servers as much as possible. Data stored on local drives should be encrypted and password protected.
 - All portable computer devices should have appropriate County antivirus software installed and County approved firewall software for devices connecting to internet services to protect data from hackers.
 - Wireless Personal Digital Assistants may only communicate with the County E-mail system through the Intellisync gateway into the Lotus Notes/Domino E-mail system.
 - Data from unknown sources should not be beamed to your portable devices via infrared ports.
- Lost Devices must be immediately reported to your supervisor as soon after the incident as possible.

1.14 Remote Access Policy

This policy applies to County Users utilizing remote services to access the El Dorado County network. This policy applies to all implementations of remote access that are directed through a VPN Concentrator, firewall-to-firewall access, or dial-up service to access County network resources.



Approved County Users may utilize the benefits of remote access, which is a "user managed" service. This means that the County User will be responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software,

and paying associated fees. When connecting to County hosted remote access services, the County User and his or her department are responsible for any and all toll charges associated with the use of remote access equipment.

The following policies apply to remote access users:

- It is the responsibility of County Users with remote privileges to ensure that unauthorized users are not allowed access to El Dorado County internal networks.
- When actively connected to the County network through dial-up services, all other connections to non-County networks will be disconnected.
- Remote access accounts will be created and managed by El Dorado County Information Technologies.
- All computers connected to El Dorado County internal networks via remote access must use up-to-date anti-virus software and properly updated operating systems, browsers and applications.
- Remote access users will be automatically disconnected from El Dorado County's network after thirty minutes of inactivity. The user must then logon again to reconnect to the network.
- VPN connectivity will be through approved client software as defined by El Dorado County Information Technologies.
- By using remote access technology with personal equipment, County Users must understand that their machines are a de facto extension of El Dorado County's network, and as such are subject to the same rules and regulations that apply to El Dorado County-owned equipment, and their machines must be configured to comply with the security policies and standards of El Dorado County.
- At the current time, certain types of data cannot be transmitted through Virtual Private Network connections through commercial internet channels. Per Government code 6254.21, County Users are restricted from transmitting the following types of information, containing the name, address, phone number or personal information of the following protected classes:
 - Any Elected Official
 - Any Court Official
 - Any Law Enforcement Personnel
 - And Other Public Officials
- As a remote user of the County's information systems, you will have unique access to sensitive resources that are connected through the County network. To assure security throughout the entire County network, it is critical that all remote users actively support and fully comply with the measures described in these Policies. Failure to comply can place the entire County network at serious risk; and remote users who fail to comply will be subject to disciplinary action.

- Remote users are required to complete a questionnaire provided by Information Technologies. This questionnaire identifies security, antivirus and other computer protection methods used by the requesting party and needs to be signed by the department head. After submission of this form and the completed questionnaire, Information Technologies will ensure remote systems meet County specifications prior to granting access.

COUNTY USER AGREEMENT

El Dorado County Computer and Network Resource Usage Policies Agreement

I have read and understand that:

- 1) As a user of the County's information technology resources, I may have access to sensitive resources that are connected through the County network. To assure security throughout the entire County network, it is critical that all users actively support and fully comply with the measures described in the Computer and Network Resource Usage Policies and Standards Guide. Failure to comply can place the entire County network at serious risk. Failure to comply may subject me to disciplinary action.
- 2) As a User of the County's information systems I shall at all times act in accordance with all applicable laws and County policies, rules or procedures. I shall not use County information technology resources in an improper or unauthorized manner.

I have read, understand and am fully aware of the El Dorado County Computer and Network Resource Usage Policies and Standards Guide. I agree to comply with the terms of this policy.

User Name: _____

Signature: _____

Date: _____

**This form shall be signed on an annual basis and be retained in the department,
district or agency file.**

GENERAL USAGE STANDARDS AND GUIDELINES

3.1 Electronic Communication

The County encourages the use of electronic communication to enhance communication and business activities. Standards are necessary to ensure the appropriate use of electronic communication and to prevent or limit disruptions to work activity and computer services.

The nature of electronic communication at the present time makes it susceptible to misuse. County Users need to be aware that sensitive or private information can be easily forwarded to other individuals the originator never intended, both internal and external to the County.



Users of the County's electronic communication services need to be aware that use of these services is a privilege granted with the expectation that it will be used for business purposes and in a professional and courteous manner similar to other forms of communication. All electronic communication sent or received by individuals through County User's accounts is the property of the County and may be examined by other staff at the request of a County User's department head with concurrence from the Director of Human Resources.

It is important to understand and use electronic communication appropriately within the County use policy and your specific departmental electronic communication use policy. Additionally, for a guide to safe electronic communication use please refer to the EDC Web Site: http://edcnet/is/safe_computing.html.

3.1.1 Security and Confidentiality

The confidentiality of electronic communication cannot be assured. County Users should exercise extreme caution in using electronic communication to communicate confidential or sensitive material. Any electronic communication that contains confidential information, such as HIPAA-protected data, must be encrypted before it is electronically communicated.

3.1.2 Anti-Spam Measures

Never respond to a spam electronic communication. Many spam electronic communications may contain instructions on how to remove your address from their address list. More often than not, your response only confirms they have a valid address. They will continue to send you spam and will sell or share the now confirmed active address to other spammers.

Never use your County electronic communication account for Internet purchasing, auction sites (EBay etc.) or supply your County internet E-mail account address to suspicious or untrusted sites.

El Dorado County has made a significant investment in technologies designed to minimize our exposure to spam and viruses. This equipment will quarantine suspicious electronic communication. The equipment uses a series of counter-spam /antivirus measures to assign a point value to incoming mail. When an electronic communication hits these thresholds it is normally quarantined. Often times, incoming electronic communication may be quarantined due to poor maintenance and/or security measures at the senders end, causing their electronic communication services to be "blacklisted" and resulting in

quarantine at our servers. These actions are by design and meant to protect our systems and your County computers.

We realize this can delay the delivery of electronic communication. IT's Staff check quarantine areas regularly to minimize the impact on County staff members. Although this quarantine process may at times be inconvenient, it is necessary to prevent the entry of unwanted and potentially dangerous electronic communication into the County system.

3.1.3 HIPPA and Compliance with Electronic Communication Privacy Act

Standards are under development to comply with above regulations and acts. In general, electronic communication under the umbrella of these regulations requires data and electronic communication encryption. The County is currently analyzing solutions to meet these acts and regulations,

3.1.4 E-mail Retention Policy

Formal E-mail retention policies are under review and will be complete in the near future; after the appropriate review and approval processes. E-mail retention policies differ from E-mail archiving. Archiving manages the size of E-mail files. Retention manages the age of E-mail and deletes E-mail that age past a certain date.

Exceptions to retention periods would be E-mail subject to statutes or regulations requiring a longer retention period. There is much work yet to be completed in the area of E-mail retention. All opinions will be addressed as IT works through committees and County Counsel to establish the proper retention policy for County Users.

3.1.4.1 Account File Size Restrictions and E-mail Retention Standard

E-mail attachments can consume large amounts of storage space on County electronic communication servers. It is recommended that attachments be detached and stored on a local computer or stored on a server and deleted from electronic communication to preserve electronic communication server storage.

County User practices should include proper management of their E-mail records. Departments must develop guidelines pertinent to their business requirements that dictate how long specific electronic communication should be kept and what should be deleted. Departments may have differing needs for retention based on Local, State, and Federal law as well as accepted best practices within their industries.

A departmental E-mail retention standard is designed to reflect the need for each County User to manage his or her E-mails effectively and efficiently. This standard will help minimize the impact on County resources in storing and managing the County's enterprise E-mail system.

3.1.5 Production E-mail File Standard

You may receive and manage your 'production' E-mail file and create folders as you wish and according to your department's electronic communication policy. You may have E-mail file size usage up to 250 MB. Once you have reached this limit, you will be notified via the E-mail system that you are approaching your file size quota. You will need to clean up and/or archive old E-mail at this time. You will have an additional 50 MB beyond your base 250 MB of storage as a 'buffer'. The buffer, once used, will allow up to 300 MB of storage. The E-mail system will prevent you from sending any additional E-mail messages until the file size has been reduced.

3.1.6 Managing Your E-mail

You can manage your E-mail by:

- Delete E-mail you no longer need.
- Save only E-mail that you are required to save; by department policy or based on legal requirements, to a designated archive folder(s). (This process will move your 'Archived' E-mail from your 'limited' production area to your Archive storage location.)
- Remove attachments from E-mail and store on local computer and/or server storage.
- Print out your E-mail and save the printed copy (or 'PDF') and then delete the E-mail.

These processes will bring your E-mail file size below the limits as designated.

3.1.6.1 Archiving E-mail

You can move an E-mail to a permanent (but easily accessible) storage area called archived mail storage. This archived area can contain manageable folders for you to place E-mail you wish to keep on a more permanent basis. Using Lotus Notes for archiving normally preserves data folder structures. You will personally manage these folders and it will be up to you to periodically delete any E-mail that you are not required to save.

You should not keep old E-mail that unnecessarily takes up space on County storage devices. (For example: if your departmental policy is to save all E-mail pertaining to 'public complaints about potholes in the road' for two years from its receipt, you should periodically delete those E-mails if they are older than two years.) Your archived E-mail file limitation is 500 MB, which should be large enough for any departmental policy directing the saving of pertinent E-mail (you will be notified by the system if you exceed your limitation). Exemptions may be granted for those that need larger space based on Local, State, or Federal requirements for retaining E-mail data. You will need to explain the process for exemptions and all requests will be reviewed on a "case by case" basis.

Note: In both your 'production' E-mail and your 'archived' E-mail area, files or E-mail records that have been deleted (and not restored by IT) will be un-recoverable from all backup media after 90 days following deletion.

These standards will be in effect after a period of three months from adoption by the County's Board of Supervisors. This initial 3-month 'wait' period will allow for time to get your 'production' E-mail file size below the 250 MB limitation. A short 'users manual' explaining "Production and Archived E-mail" will be available on the EDCNET Information Technologies home page site. You may contact the Information Technologies Department for additional information and help.

3.1.6.2 Backup Process for Production E-mail and Archived E-mail

- Production E-mail will be backed up daily (normal business day).
- Production E-mail will be backed up to tape on a weekly basis for 'off-site' disaster recovery purposes.

- Archived E-mail will be backed up during every archived cycle (the cycle period will be based on storage movement needs as well as backup processes, to be determined).
- Archived E-mail will be backed up to tape at this same interval cycle for off-site disaster recovery purposes.

3.1.6.3 E-mail Account Deletions

All Internet electronic communication is forwarded to the Intranet E-mail system. When a County User is confirmed to have permanently left County service, the Internet account is deleted. Their Intranet E-mail files are moved to "obsolete" and the County User's name is removed from the Intranet E-mail list. Files placed in "obsolete" are retained for 60 days and then deleted. Departments requiring any deviation from this standard should contact the Information Technologies department immediately!

3.1.6.4 Anti-Virus Measures and E-mail Attachments

Never open any file attached to an electronic communication from an unknown, suspicious or untrustworthy source. Delete these electronic communications immediately, then "double delete" them by emptying your Trash. One of our best lines of defense against malicious attacks is the computer user. Regularly check electronic communication for notifications sent to you by Information Technologies regarding viruses and electronic communication "scams". An informed computer user is an aware user and can better identify suspicious content in electronic communication.

Delete spam, chain, and other junk electronic communication without forwarding.

Never download files from unknown or suspicious sources or web sites. Never visit "underground" sites, hacking sites, or any site that is not required in the execution of your duties as a County User. These sites can put the integrity of the County network at risk through malicious code, either intentionally or un-intentionally.

Avoid direct disk sharing (peer to peer) with read/write access unless there is a business requirement to do so.

3.1.7 Electronic Communications – Instant Messaging

The County is using Lotus Instant Messaging as an additional form of electronic communication between County Users. All Policies applicable to electronic mail apply to electronic messaging. Special precautions must be observed with the use of instant messaging due to the nature in which transcripts of instant messaging are logged.

Should any County User receive objectionable, offensive or threatening content during an instant message session, it is important to follow these procedures:

- Do not close the instant message session or turn off your computer
- Contact your supervisor to report the behavior in question

As applicable, your supervisor will take the appropriate action, up to and including contacting the Human Resources department who will direct the collection of the data in question, following strict confidentiality guidelines.

3.2 Passwords

Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may result in the compromise of El Dorado County's entire corporate network. As such, all El Dorado County Users are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

The purpose of this standard is to establish criteria for creation of strong passwords, the protection of those passwords, and the frequency of change. This includes all County Users who have or are responsible for an account (or any form of access that supports or requires a password) on any system that resides at any El Dorado County facility, has access to the County network, or stores any non-public County information.

3.2.1 Password Construction Guidelines

Passwords are used for various purposes in El Dorado County. Some of the more common uses include: personal computer accounts, network server accounts, web accounts, electronic communication accounts, screen saver protection, voice electronic communication password, and mainframe accounts.

Poor or weak passwords have the following characteristics:

- The password contains less than eight characters.
- The password is a word found in a dictionary (English or foreign).
- The password is a common usage word such as:
 - Names of family, pets, friends, co-workers, fantasy characters, etc.
 - Computer terms and names, commands, sites, companies, hardware, software.
 - The words "El Dorado County", "County", "EDC", or any derivation.
 - Birthdays and other personal information such as addresses and phone numbers.
 - Word or number patterns like aaabbb, qwerty, zyxwvuts, 123321, etc.
 - Any of the above spelled backwards.
 - Any of the above preceded or followed by a digit (e.g., secret1, 1secret)

Strong or effective passwords have the following characteristics:

- The password contains at LEAST 8 characters.
- The password contains both upper and lower case characters (e.g., a-z, A-Z)
- The password has digits and punctuation characters as well as letters (e.g., 0-9, ! @ # \$ % ^ & * () _ + | ~ - = \ ' { } [] : " ; ' < > ? , . /)

- The password is not a word in any language, slang, dialect, jargon, etc.
- The password is not based on personal information, names of family, etc.

Try to create passwords that can be easily remembered. One way to do this is create a password based on a song title, affirmation, or other phrase. For example, the phrase might be: "This May Be One Way to Remember" and the password could be: "TmB1w2R!" or "Tmb1W>r~" or some other variation.

NOTE: Do **NOT** use either of the above examples as passwords!

3.2.2 Password Protection Standards

Do not use the same password for El Dorado County accounts as for other non-County access (e.g., personal ISP account, EBay, personal electronic communication accounts, etc.). Do not share El Dorado County passwords with anyone, including administrative assistants or secretaries. All passwords are to be treated as sensitive, confidential County information.

Here is a list of password "don'ts":

- Don't reveal a password over the phone to un-authorized personnel.
- Don't reveal a password in an electronic communication message.
- Don't reveal a password to the manager without a written request for such information from your manager.
- Don't talk about a password in front of others.
- Don't hint at the format of a password (e.g., "my family name").
- Don't reveal a password on questionnaires or security forms.
- Don't share a password with family members.
- Don't reveal a password to co-workers while on vacation.
- Don't use the "Remember Password" feature of applications (e.g., Internet Explorer, Outlook, Outlook Express, and Entourage).
- Don't write passwords down and store them anywhere in your office.
- Don't store passwords in a file on ANY computer system (including PDA's) without encryption.

All computing equipment deployed in El Dorado County shall have screen savers with password protection enabled and set to lock the computer after ten (10) minutes of inactivity. County Users should hit "Ctrl/Alt/Delete keys and lock their computers to protect against un-authorized access whenever leaving their work station.

If someone demands a password, refer them to this document or have them call the Director of Information Technologies. Departments needing authorized access should contact the Information Technology department to securely address this need.

If an account or password is suspected to have been compromised, report the incident to Information Technologies immediately and change all passwords.

3.2.3 Application Development Password Standards

Application developers must ensure their programs contain the following security precautions:

- Support authentication of individual users, not groups.
- Do not store passwords in clear text or in any easily reversible form.
- Provide for some sort of role management, such that one user can take over the functions of another without having to know the other's password.
- Support TACACS+, RADIUS and/or X.509 with LDAP security retrieval, wherever possible. Contact the Information Technologies department for more information on these security measures.

3.2.4 Pass Phrases

Pass phrases are generally used for public/private key authentication. A public/private key system defines a mathematical relationship between the public key that is known by all, and the private key, that is known only to the user. Without the pass phrase to "unlock" the private key, the user cannot gain access.

Pass phrases are not the same as passwords. A pass phrase is a longer version of a password and is, therefore, more secure. A pass phrase is typically composed of multiple words. Because of this, a pass phrase is more secure against "dictionary attacks."

A good pass phrase is relatively long and contains a combination of upper and lowercase letters and numeric and punctuation characters. An example of a good pass phrase:

"TheTrafficOn50WasTerribleThisMorning"

All of the rules above that apply to passwords apply to pass phrases.

3.2.5 Use of Passwords and Pass Phrases for Remote Access Users

Access to the El Dorado County networks via Virtual Private Networking (VPN) access and some networked resources are controlled using the username/password (challenge/response) mode of authentication. Access to the County network via VPN is tightly controlled.

3.3 Server Storage Utilization

To maximize server storage, County Users should properly manage their data and directory structures. There are several methods of file storage and associated back-up. The recommendations in the next section provide options and recommendations for file storage, directory structure and back-ups to ensure the availability of server storage space.



3.3.1 File Storage Options

- Operating system and applications are loaded on the desktop computer and all data files are stored on the local machine hard drive. *This option provides local access to the computer data files, but offers no backup of those files. Hard drive failure will result in complete loss of data files. This option is **not recommended**.*
- Operating system and applications are loaded locally and all data files are stored on a network server. *This option safeguards data in two ways: 1) data files reside on servers, 2) data files on servers are backed up to tape nightly. A possible drawback to this option is the inability to access data on the server in the event of server or network problems.*
- Operating system and applications are loaded locally. All data files are stored on the local hard drive and its directory structure configured to allow for scheduled copying of local data files to the server. *This option safeguards data in three ways: 1) data files reside on local drives, 2) data files reside on server hard drives, 3) data files are backed up to tape nightly. In the event of network or server problems, data files stored locally will be available. While this method requires the largest amount of user intervention due to regularly scheduled backups of local data files to server drives, it does provide maximum availability and protection of data files. **Systems will soon be in place Countywide to automate the synchronization of files between your computer and servers, maintaining copies of your important data on both the local drive of your computer and your server.***
- "Thin Client" computer; all files reside on a server. The operating system and applications run at the server level, data files are stored on server drives. Proper file management at the server level preserves hard drive space.

3.3.2 Server File Storage

- The majority of County computers are connected to Novell or Windows based servers. These servers store data files and send print jobs to networked printers. Storage must be managed to maximize storage capacity.
- Server hard drive arrays have finite capacity. NEVER copy the entire contents of local drives to server drives. This wastes server-based storage.
- County User-specific data files should be copied only to the County User's server home directory which is normally designated as the "H:" drive.
- Data files common to a group should only be copied to the "shared" server directory's appropriate sub-directory. Always store data files in the appropriate sub-directory as defined within your department and/or group. NEVER store data files at the root of shared directories.

- Do not store multiple copies of data files on a server. There is no need to have a copy of the same file in your home directory and a group directory. Do not decompress operating system or application service packs or updates to server hard drives.
- Clean up your directories at least monthly. Delete old data files or files no longer needed and remove unnecessary iterations or versions of data files. Server storage is not to be used for storing non-work-related music, video, or picture files.

7
9-28

ORIGINAL

AGREEMENT FOR SERVICES #273-S0811 AMENDMENT I

This Amendment I to Agreement for Services #273-S0811, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Daystar Computer Systems, Inc., an Illinois Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 600 Jackson Boulevard, Chicago, IL 60661 and whose Agent for Service of Process is Corporate Creations Network, Inc., 131A Stony Circle, #500, Santa Rosa, CA; (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide a Legistar integrated agenda workflow system 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 #273-S0811, dated October 1, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to the implementation and use of Legistar's hosted service InSite, hereby amending **Article I – Scope of Services section A1** and

WHEREAS, the parties hereto have mutually agreed to increase the annual and perpetual compensation, hereby amending **Article III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to revised Indemnity language, hereby amending **Article XI – Indemnity**; and

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

ARTICLE I **Scope of Services**

A: Software License

1. Consultant grants and County accepts a perpetual, nonexclusive and non-transferable license to use the Consultant's application (the "Software"), described as Legistar. In addition, Consultant will provide the general public with query only access to the County's Legistar data and legislative documents which the County has designated as publicly accessible through Legistar's hosted service, InSite.

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 **ARTICLE II** above. 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.

ARTICLE XI

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance, or negligence of the County, its officers and employees, or as expressly prescribed by statute. Consultant shall not be responsible for the accuracy, Legality or the appropriateness of data or documents entered and maintained solely by the county into the database provided by the Consultant. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

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

Requesting Contract Administrator Concurrence:

By: Kelly Webb Dated: 9/30/10
Kelly Webb
Principal Administrative Analyst
Chief Administrative Office

Requesting Department Head Concurrence:

By: Gayle Erbe-Hamlin Dated: 10/1/10
Gayle Erbe-Hamlin
Chief Administrative Officer

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

-- COUNTY OF EL DORADO --

Dated: 9-28-10

By: 
Norma Santiago Chair
Board of Supervisors
"County"

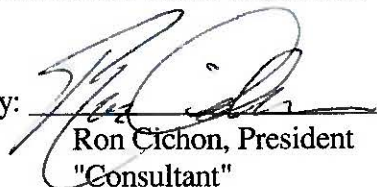
ATTEST:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By:  Dated: 9-28-10
Deputy Clerk

-- CONSULTANT --

DAYSTAR COMPUTER SYSTEMS, INC
A ILLINOIS CORPORATION

By: 
Ron Cichon, President
"Consultant"

Dated: 09/23/2010

By: 
John Cichon
Corporate Secretary

Dated: 09/23/2010

ORIGINAL

AGREEMENT FOR SERVICES #273-S0811 AMENDMENT II

This Amendment II to Agreement for Services #273-S0811, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Daystar Computer Systems, Inc., an Illinois Corporation, duly qualified to conduct business in the State of California, now owned and operating as Granicus, Inc., a California Corporation whose principle place of business is 600 Harrison Street Suite 120, San Francisco, CA 94107 (hereinafter referred to as "Contractor");

WITNESSETH

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 #273-S0811, dated November 6, 2007 and Amendment I to Agreement for Services 273-S0811 dated September 28, 2010 incorporated herein and made by reference a part hereof; and

WHEREAS, Daystar Computer Systems, Inc an Illinois Corporation, duly qualified to conduct business in the State of California, has been acquired by Granicus, Inc. effective April 29, 2011; and

WHEREAS, Granicus, Inc. has requested that the County accept work under Agreement for Services #273-S0811, and Amendment I to said agreement with Daystar Computer, Inc. by Granicus, Inc.; and

WHEREAS, Daystar Computer Systems Inc. will remain liable for all obligations, covenants, and conditions, for services under the terms and conditions of Agreement for Services #273-S0811 and Amendment I to said agreement; and

WHEREAS, Daystar Computer Systems Inc. acknowledges and agrees that all existing indemnity and insurance obligations of Daystar Computer Systems Inc. will remain in full force and effect for services for the duration of the Agreement for Services #273-S0811 and Amendment I, and as thereafter required by the Agreement; and

WHEREAS, Granicus, Inc., Inc. will assume all Contractor's duties, responsibilities and obligations under the terms and conditions of Agreement for Services #273-S0811 and Amendment I to said Agreement; and

WHEREAS, the parties hereto have determined and agreed to amend **ARTICLE X – Notice to Parties**; and

WHEREAS, County will accept this Amendment II on condition that Daystar Computer Systems Inc. and Granicus Inc. fulfill the terms and conditions of this Amendment II, Amendment I and the original Agreement for Services #273-S0811.

NOW, THEREFORE, the parties agree to the assignment of the subject Agreement from Daystar Computer Systems Inc. to Granicus Inc., effective April 29, 2011, and that Granicus, Inc. assumes all duties, covenants and obligations of Daystar Computer Systems Inc. under this Agreement and is responsible for performing all services required under the Agreement for Services #273-S0811, as amended, effective April 29, 2011, in accordance with all terms and conditions as defined in the Agreement, and Daystar Computer Systems Inc. shall remain liable, jointly and severally, for all work performed prior to April 29, 2011, and further agrees that all indemnity and insurance obligations remain in full force and effect for services performed as of April 29, 2011 as stated herein above. Additionally, the parties do hereby agree that Agreement for Services #273-S0811 shall be amended a second time to read as follows:

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: JIM MITRISIN

or to such other location as the County directs.

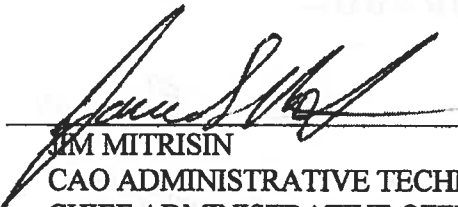
Notices to Contractor shall be addressed as follows:

GRANICUS INC.
600 HARRISON STREET, SUITE 120
SAN FRANCISCO, CA 94107
ATTN: ED ROSHITSH

or to such other location as the Contractor directs.

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

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 10/10/11
JIM MITRISIN
CAO ADMINISTRATIVE TECHNICIAN
CHIEF ADMINISTRATIVE OFFICE

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: 10/10/11
TERRI DALY
CHIEF ADMINISTRATIVE OFFICER
CHIEF ADMINISTRATIVE OFFICE

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #273-S0811 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

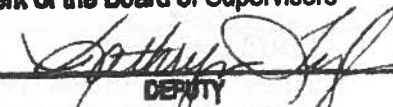
273-S0811 Amendment II

COUNTY OF EL DORADO--

Dated: 9-13-11

By: 
RAYMOND NUTTING
CHAIR
BOARD OF SUPERVISORS

ATTEST: SUZANNE ALLEN de SANCHEZ,
Clerk of the Board of Supervisors

By: 
DEPUTY

--ASSIGNEE--

Dated: 9/19/11

GRANICUS INC.,
A CALIFORNIA CORPORATION

By: 
ED ROSHITSH
CHIEF OPERATING OFFICER

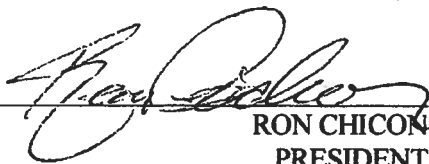
By: 
Corporate Secretary

Dated: 9/19/11

--ASSIGNOR--

Dated: _____

DAYSTAR COMPUTER SYSTEMS, INC.
AN ILLINOIS CORPORATION

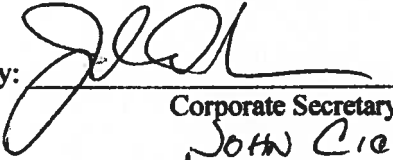
By: 
RON CHICON
PRESIDENT

By: _____
Corporate Secretary

Dated: _____

DAYSTAR COMPUTER SYSTEMS, INC.
AN ILLINOIS CORPORATION

By: _____
RON CHICON
PRESIDENT

By: 
Corporate Secretary
John Cichon

Dated: 9/23/11

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 Legistar Hosted 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, is amended to add Section C. 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, is amended to read as follows:

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 for these services 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 for these services 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, is hereby added as follows:

ARTICLE XXII

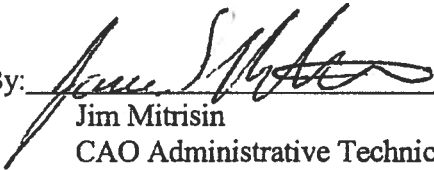
Ownership of Data: In case of termination by County or expiration of the Service Agreement, Granicus and the County shall work together to provide the County with a copy of its Content. The County shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- 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, as amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 11/28/11
Jim Mitrisin
CAO Administrative Technician
Chief Administrative Office

Requesting Department Head Concurrence:

By:  Dated: 11/21/11
Terri Daly
Chief Administrative Officer

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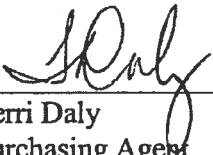
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IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to Agreement for Services #273-S0811 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Terri Daly
Purchasing Agent
"County"

Dated: 11/21/11

--CONTRACTOR--

Granicus, Inc.
A California Corporation

By: *see attached*
Ed Roshitsh
Chief Operating Officer
"Contractor"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

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: 11-17-2011

By:  _____

Corporate Secretary

Dated: 11/17/11

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>

Granicus, LLC

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #273-S0811

THIS FOURTH AMENDMENT to that Agreement for Services #273-S0811 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Granicus, Inc., now operating as Granicus, LLC, a Minnesota limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 408 Saint Peter Street, Suite 600, Saint Paul, Minnesota 55102 (hereinafter referred to as "Contractor" or "Granicus").

R E C I T A L S

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 #273-S0811, dated November 6, 2007, First Amendment to Agreement for Services #273-S0811, dated September 28, 2010, Second Amendment to Agreement for Services #273-S0811, dated September 19, 2011, and Third Amendment to Agreement for Services #273-S0811, dated November 21, 2011, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, On or about December 14, 2017, Granicus, Inc. entered into an agreement to transfer assets to Granicus, LLC;

WHEREAS, Granicus, Inc. executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto Granicus, LLC all of Granicus, Inc. rights, title, interest, duties, obligations, and liabilities in, to, and under Agreement #273-S0811. Granicus, Inc.'s assignment agreement is incorporated herein as Exhibit B, marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit B;

WHEREAS, Granicus, Inc. has requested that County accept work under the Agreement and assign all of its rights, obligations, and liabilities to Granicus, LLC;

WHEREAS, Granicus, LLC acknowledges and agrees that all existing indemnity and insurance obligations shall remain in full force and effect for the duration of Agreement #273-S0811, and as thereafter required by the Agreement;

WHEREAS, Granicus, LLC, shall assume all Contractor's rights, obligations, and liabilities under the Agreement, including outstanding rights, obligations, and liabilities with providing 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;

WHEREAS, County will accept this Fourth Amendment to Agreement #273-S0811 on condition that Granicus, LLC, assumes and fulfills the terms and conditions of this Fourth Amendment, Third Amendment, Second Amendment, First Amendment, and the Agreement;

WHEREAS, the parties hereto desire to fully replace or add new Articles to include updated contract provisions, adding Exhibit C, marked "California Levine Act Statement";

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Fourth Amendment to Agreement for Services #273-S0811 on the following terms and conditions:

- I. All references to Granicus, Inc., throughout the Agreement shall read Granicus, LLC. Granicus, LLC assumes all rights, obligations, and liabilities for any and all services provided under this Agreement, including any services provided prior to the execution of this Fourth Amendment, and County hereby accepts this assignment to, and assumption by, Granicus, LLC.
- II. **The following Articles of the Agreement are fully replaced in their entirety to read as follows:**

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Independent Contractor: The parties intend that an independent consultant relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided,

and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subconsultant or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE IX

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
 - 1. The alleged default and the applicable Agreement provision.
 - 2. That the party in default has thirty (30) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within thirty (30) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXIX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Information Technologies Department
360 Fair Lane
Placerville, California 95667

Attn.: Tonya Digiorno
Director
Information Technologies Department

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer,
MPA, CPPO
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Granicus, LLC
408 Saint Peter Street, Suite 600
Saint Paul, Minnesota 55102

Attn.: Contracts

or to such other location as Contractor directs.

ARTICLE XI

Indemnity and Limitation of Liability: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all third-party claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of or are connected with the Contractor's negligence or willful misconduct, or that Legistar infringes intellectual property rights. Contractor shall not be responsible for the accuracy, Legality or the appropriateness of data or documents entered and maintained solely by the county into the database provided by the Contractor. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Granicus will defend 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 Agreement ("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 Granicus products and services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Granicus determines that this Agreement is likely affected, or if the solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Granicus will, in its discretion: (i) replace the affected Granicus products and services; (ii) modify the affected Granicus products and services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to County any prepaid fees for the then-remaining or unexpired portion of the Agreement term. Notwithstanding the foregoing, Granicus will have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) a modification to any solution by County (or by anyone under County's direction or control or using logins or passwords assigned to County); (ii) a modification made by Granicus pursuant to County's required instructions or specifications or in reliance on materials or information provided by County; or (iii) County's use (or use by anyone under County's direction or control or using logins or passwords assigned to County) of any Granicus products and services other than in accordance with this Agreement. This Section sets forth County's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus products and services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

With regard to any Claim subject to intellectual property infringement indemnification: (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

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

EXCEPT FOR THE INDEMNITY OBLIGATIONS, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY COUNTY FOR THE GRANICUS 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. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED.

ARTICLE XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Contractor's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be included as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not

less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XV

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tonya Digiorno, Director, Information Technologies Department, or successor.

III. The following Articles of the Agreement are added to read as follows:

ARTICLE XXIII

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XXIV

Confidentiality: 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.

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 reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the other Party; (iii) not to use any Confidential Information for any purpose other than for performance under this Agreement; (iv) 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 (v) 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. County understands and agrees that it may not always be possible to completely remove or delete all Confidential Information from Granicus' databases without some residual data.

ARTICLE XXV

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXVI

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE X, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXVII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXVIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE IX, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit C marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXXII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXXIII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXXIV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXVI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXVII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

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

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

-- COUNTY OF EL DORADO --

By: *Michelle Wierman*

Dated: 11/08/2023

Purchasing Agent
Chief Administrative Office
"County"

-- GRANICUS, INC. --

By: *Alexander Gray*
Alexander Gray (Oct 31, 2023 10:42 CDT)

Dated: 10/31/2023

Alexander Gray
Manager of Renewals
"Contractor"

-- GRANICUS, LLC --

By: *Alexander Gray*
Alexander Gray (Oct 31, 2023 10:42 CDT)

Dated: 10/31/2023

Alexander Gray
Manager of Renewals
"Contractor"

Granicus, LLC

Exhibit B

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (this "Assignment Consent") is entered into effective as of the date of last signature and is by and among Granicus, Inc. ("Assignor"), a California corporation duly qualified to conduct business in the State of California, and Granicus, LLC, a Minnesota limited liability company duly qualified to conduct business in the State of California ("Assignee").

RECITALS

- A.** Assignor is "Contractor" under that certain Agreement for Services #273-S0811 with County dated November 6, 2007 (the "Service Agreement").
- B.** The Service Agreement pertains to providing 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.
- C.** This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee's agreement to accept, assume, and discharge all of Assignor's duties, obligations, and liabilities related thereto; and (iii) County's consent thereto.

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

- 1.** Assignment. Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.
- 2.** Assumption. Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor's rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.
- 3.** Counterparts. This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Consent

delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.
5. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.
6. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.

Assignor:

Granicus, Inc.

By: Alexander Gray
Alexander Gray (Oct 31, 2023 10:42 CDT)

Name: Alexander Gray

Title: Manager of Renewals

Date: 10/31/2023

Assignee:

Granicus, LLC

By: Alexander Gray
Alexander Gray (Oct 31, 2023 10:42 CDT)

Name: Alexander Gray

Title: Manager of Renewals

Date: 10/31/2023

Granicus, LLC

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐

YES

☒

NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐

YES

☒

NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

10/31/2023

Date

Alexander Gray

Alexander Gray (Oct 31, 2023 10:42 CDT)

Signature of authorized individual

Granicus, LLC

Type or write name of company

Alexander Gray-Manager of Renewals

Type or write name of authorized individual