

CONTRACT ROUTING SHEET

Date Prepared: 08/18/2011

Need Date: 08/26/2011

PROCESSING DEPARTMENT:

Department: CAO
Dept. Contact: Jim Mitrising
Phone #: 5592
Department
Head Signature: 

CONTRACTOR:

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

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

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

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

August 16, 2011

Jim Mitrisin
Assistant to Terri Daly
Chief Administrative Officer
County of El Dorado

C.A.O.
EL DORADO COUNTY
2011 AUG 18 AM 10:34

Dear Mr. Mitrisin,

On behalf of Granicus, Inc., a California corporation located at 600 Harrison Street, San Francisco, CA 94107, ("Granicus"), I am writing to inform you that as of April 29, 2011, Granicus has acquired Daystar Computer Systems, Inc. ("Daystar"). Upon consummation of Daystar's transfer of ownership and control to Granicus, Daystar assigned all right, title and interest in Daystar's client contracts to Granicus. Granicus continues to perform the duties and obligations under these contracts.

Sincerely,



Ed Roshitsh
Chief Operating Officer

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");

W I T N E S S E T H

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. Enterprises, 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: _____
JIM MITRISIN
CAO ADMINISTRATIVE TECHNICIAN
CHIEF ADMINISTRATIVE OFFICE

REQUESTING DEPARTMENT CONCURRENCE:

By: _____ Dated: _____
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.

COUNTY OF EL DORADO--

Dated: _____

By: _____
RAYMOND NUTTING
CHAIR
BOARD OF SUPERVISORS

-- ASSIGNEE --

Dated: _____

GRANICUS INC.,
A CALIFORNIA CORPORATION

By: _____
ED ROSHITSH
CHIEF OPERATING OFFICER

By: _____
Corporate Secretary

Dated: _____

-- ASSIGNOR --

Dated: _____

DAYSTAR COMPUTER SYSTEMS, INC.
AN ILLINOIS CORPORATION

By: _____

RON CHICON
PRESIDENT

By: _____

Corporate Secretary

Dated: _____