

Granicus, LLC

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #252-S1611

THIS THIRD AMENDMENT to that Agreement for Services #252-S1611 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, LLC, a Minnesota limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 1152 15th Street NW, Suite 800, Washington DC 20005 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide a non-exclusive, non-transferable, limited license to access Contractor's Freedom of Information Act (FOIA) applications pursuant to Agreement for Services #252-S1611, dated January 26, 2016, First Amendment to Agreement for Services #252-S1611, dated June 29, 2022, and Second Amendment to Agreement for Services #252-S1611, dated May 9, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to transfer this Agreement from County's Counsel to the Information Technologies Department for future administration purposes;

WHEREAS, the parties hereto desire to amend the Agreement to update the County's invoice notice recipient information, amending **ARTICLE VII, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update the County notice recipients, amending **ARTICLE XVI, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXX, Contract Administrator**;

WHEREAS, the parties hereto desire to add a specific Article to the Agreement to include updated contract provisions;

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 Third Amendment to Agreement for Services #252-S1611 on the following terms and conditions:

- I. This Agreement is being transferred from County's Counsel to the Information Technologies Department. The Information Technologies Department will administer the Agreement and process invoices. All references to County Counsel throughout the Agreement shall be substituted and replaced with Information Technologies Department.

II. **ARTICLE VII, Compensation for Services**, paragraph three, the invoice recipient information is amended to read as follows:

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

Attn.: Tonya Digiorno
Director

or to such other location as County directs.

III. **ARTICLE XVI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVI

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, Suite B
Placerville, California 95667

Attn.: Tonya Digiorno
Director

With a copy to:

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

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Granicus, LLC
1152 15th Street NW, Suite 800
Washington DC 20005

Attn.: Kelly Oliver, Vice President-Contracts

or to such other location as Contractor directs.

- IV. **ARTICLE XXX, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXX

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

- V. **The following Article of the Agreement is added to read as follows:**

ARTICLE XXXVI

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 (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement for Services #252-S1611 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #252-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- GRANICUS, LLC --

By: Alexander Gray
Alexander Gray (May 3, 2024 13:32 CDT)

Dated: 05/03/2024

Alexander Gray
Senior Renewals Manager
"Contractor"

By: Bernadette Foley
Bernadette Foley (May 6, 2024 10:09 CDT)

Dated: 05/06/2024

Bernadette Foley
Senior Renewals Manager