

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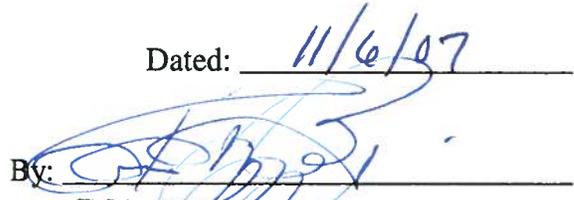
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: 11/6/07

By: 
RON BRIGGS SECOND VICE-CHAIRMAN
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By:  Date: 11/6/07
Deputy Clerk

-- CONSULTANT --

Dated: 10/30/07

DAYSTAR COMPUTER SYSTEMS, INC.
A ILLINOIS CORPORATION

By:  VP.
JOHN Ron Cichon, President
"Consultant"

By: 
Corporate Secretary

Dated: 10/30/07

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");

RECITALS

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: _____ Dated: _____
Kelly Webb
Principal Administrative Analyst
Chief Administrative Office

Requesting Department Head Concurrence:

By: _____ Dated: _____
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: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONSULTANT --

DAYSTAR COMPUTER SYSTEMS, INC
A ILLINOIS CORPORATION

By: _____
Ron Cichon, President
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

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: _____

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

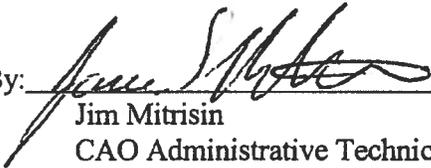
Ownership of Data: In case of termination by County or expiration of the Service Agreement, Granicus and the County shall work together to provide the County with a copy of its Content. The County shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

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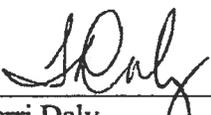
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IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to Agreement for Services #273-S0811 on the dates indicated below.

--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>

Resubmittal

FENIX #529

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

ATTORNEY GENERAL'S OFFICE - BY FAX # 020000

EL DORADO COUNTY COUNCIL
 2007 SEP 17
 2007 SEP 17
 2007 SEP 17
 2007 SEP 17

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]

ASSIGNMENT
 DATE: 09/15/07
 ATTORNEY: LESLIE GOMEZ
 DEPT./INDEX NO.: 026100
 BY: [Signature]

**see attached memo dated 10/22/07 - Revisions incorporated*

- statement of designation by foreign corporation + agent for service of process is not signed
- economic analysis required per outcome of feasibility analysis from completion
- disapproved for reasons stated above and on pages 5 and 7. See attached memo. Changes incorporated 10/2/07

Note: Auto liability not shown on insurance certificate. separate additional insured endorsement not provided

does it appear necessary to be risk approved

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: _____

EL DORADO COUNTY COUNCIL
 07 OCT 23 11:10:13
 07 OCT 23 11:10:13

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: [Signature]

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

10 AUG 19 AM 8:13

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]

ELDRIDGE COUNTY COUNSEL
2100
10 SEP 15 PM 1:39

Note: This is labelled a contract "amendment" yet it seems to be a stand alone contract. If the old contract expires, you write 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: _____

ELDRIDGE COUNTY COUNSEL
2010 SEP 15 AM 7:23

10 SEP 15 PM 1:39

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
AUG 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: [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: _____

RUSH RESUBMITAL 11/22/11
 Contract #: 273-S0811 Amendment III
CONTRACT ROUTING SHEET *FENIX # 529*

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: *Jess Bedt*
 Approved: Disapproved: _____ Date: 11/09/11 By: *Jess Bedt*

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

see changes as marked

Changes made 11/22/11
Behr

Pls. return to Purchasing

EL DORADO COUNTY COUNSEL
 2011 NOV 21 AM 9:55
 HUMAN RESOURCES DEPT.
 RECEIVED

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: *Jess*
 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: _____