

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated September 5, 2023 and is between Granicus, LLC, a Minnesota limited liability company (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. The County has a need for maintenance and support services for Board of Supervisors agenda management, product creation, and publication software by Contractor.

B. The Contractor is the current contractor providing these maintenance and support services which includes extension customization for the County’s needs.

C. The County desires to engage Contractor, through a suspension of competition, for maintenance and support services for Board of Supervisors agenda management, product creation, and publication software, pursuant to the terms and conditions of this Agreement.

The Parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement.

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4 **License Term.** The term of the Software license (as defined in Exhibit A) is perpetual. However, the County shall be entitled to Software updates, upgrades, enhancements, new versions, bug fixes, other improvements to the Software, as and when released by the Contractor to Contractor’s customers, and access to the Software, and to technical assistance relating to the Software, for the Term described in this Agreement.

1 Contractor hereby grants to County, at no additional cost, a royalty-free, perpetual non-  
2 transferable license to use the Contractor's Products and Services (as defined in Exhibit A) in  
3 object code only for County's internal business purposes (and not to process the data of any  
4 other entity or agency, except to the extent the other entity or agency uses the County's public  
5 facing site), as well as to support the number of County databases and the number of named  
6 users of the Contractor.

7       1.5     **Patent Indemnity.** In the event of a claim of alleged infringement of patent rights,  
8 copyright, trade secret rights, or intellectual property rights, to the fullest extent permitted by law,  
9 the Contractor agrees to and shall indemnify, save, hold harmless, and at County's request,  
10 defend County (including its officers, officials, agents, employees and volunteers) from and  
11 against any and all demands, costs and expenses, penalties, attorney's fees and court costs,  
12 damages of any nature whatsoever (including, without limitation, injury or damage to or loss or  
13 destruction of property), judgments (including, without limitation, amounts paid in settlement and  
14 amounts paid to discharge judgments), liabilities, claims and losses, suits, actions or  
15 proceedings of every name, kind and description occurring or resulting to County, out of or in  
16 connection with any claim that is based on the infringement (or assertions of infringement) of  
17 any of patent rights, copyright, trade secret rights, or intellectual property rights with respect to  
18 the Contractor Products and/or Services, including, but not limited to, their materials, designs,  
19 techniques, processes and information supplied or used by the Contractor performing or  
20 providing any portion of the Contractor Products and/or Services. If, in any suit, action,  
21 proceeding or claim relating to the foregoing, a temporary restraining order or preliminary  
22 injunction is granted, the Contractor shall make every reasonable effort to secure the  
23 suspension of the injunction or restraining order. If, in any such suit, action proceeding or claim,  
24 the Contractor Products and/or Services or any part, combination or process thereof, is held to  
25 constitute an infringement and its use is enjoined, the Contractor shall, at its own cost and  
26 without impairing performance requirements of the Contractor Products and/or Services,  
27 immediately (a) pay the reasonable direct out-of-pocket costs and expenses to secure for the  
28 County a license, at no cost to the County, to use such infringing work, replace the infringing

1 work or modify the same so that it becomes non-infringing, and (b) make every reasonable  
2 effort to secure for the County a license, at no cost to County, authorizing County's continued  
3 use of the infringing work. If the Contractor is unable to secure such license within a reasonable  
4 time, the Contractor, at its own cost and without impairing performance requirements of the  
5 Contractor Products and/or Services, shall either replace the affected Contractor Products  
6 and/or Services, or part, combination or process thereof, with non-infringing components or  
7 parts or modify the same so that they become non-infringing. This section survives the  
8 termination of this Agreement.

9       1.6     **Coordination of Work.** Contractor shall coordinate all work with County to minimize  
10 any interruptions to the normal operation of County operations, through the appointee as  
11 identified in Section 1 of Article 2 of this Agreement.

12       1.7     **Infringement.** Contractor further represents and warrants that it has the right to  
13 grant the licenses granted to County hereunder and that the services provided under this  
14 Agreement do not infringe upon or violate the United States patent of rights of any third party  
15 and do not infringe upon or violate the copyright, or trade secret right of any third party. This  
16 Section survives the termination of this agreement.

17       1.8     **Viruses & Disabling Mechanisms.** Contractor shall use commercially reasonable,  
18 diligent measures to screen the licensed programs provided under this Agreement to avoid  
19 introducing, or coding of, any virus or other destructive programming designed to permit  
20 unauthorized access or use by third parties to the software installed on County's systems (as  
21 defined in Exhibit A), or to disable or damage the County's systems (each, a "Virus"). Without  
22 limiting the rights and remedies of the County, in the event any Virus is introduced into the  
23 County's systems through any of the licensed programs provided under this Agreement,  
24 whether or not such introduction is attributable to the Contractor (including the Contractor's  
25 failure to perform its obligations under this Agreement), the Contractor shall, as soon as  
26 practicable, use its diligent, commercially reasonable efforts to assist the County in eliminating  
27 the effects of the Virus, and if the Virus causes a loss of operational efficiency or loss of data,  
28 and upon the County's request, Contractor will, diligently work as soon as practicable to contain

1 and remedy the problem and to restore lost data resulting from the introduction of such Virus.  
2 Contractor shall not insert into any of the licensed programs provided in this Agreement any  
3 code or other device that would have the effect of disabling or otherwise shutting down all or  
4 any portion of the licensed programs. Contractor shall not invoke such code or other device at  
5 any time, including upon expiration or termination of this Agreement for any reason. This  
6 section survives the termination of this Agreement.

7 1.9 **ADA Compliance.** Contractor's Products and Services shall be in Compliance with  
8 the Americans with Disabilities Act of 1990 (ADA) shall be the sole responsibility of the  
9 Contractor. Contractor shall indemnify, defend, and hold County (including its officers, agents,  
10 employees, and volunteers) harmless from liability of any nature or kind, including damages,  
11 costs and expenses (including attorney's fees and costs) arising from the Contractor's non-  
12 compliance therewith, including compliance with ADA Section 508 of the Rehabilitation Act of  
13 1973. This section survives the termination of this Agreement.

14 1.10 **Warranties.** Contractor warrants that it takes all precautions that are standard in the  
15 industry to increase the likelihood of a successful performance for the Contractor Products and  
16 Services; however, the Contractor Products and Services are provided "AS IS" and as available.  
17 EXCEPT AS PROVIDED ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER  
18 WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN,  
19 EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES  
20 OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR  
21 PURPOSE. CONTRACTOR DOES NOT WARRANT THAT CONTRACTOR PRODUCTS AND  
22 SERVICES WILL MEET COUNTY'S REQUIREMENTS OR THAT THE OPERATION  
23 THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

## 24 **Article 2**

### 25 **County's Responsibilities**

26 2.1 **County Contractor Administrator.** The County appoints the Director of Internal  
27 Services/Chief Information Officer ("CIO"), or his or her designee, as the County's Contract  
28

1 Administrator with full authority to deal with the Contractor in all matters concerning this  
2 Agreement.

3 2.2 **Notice to Proceed.** County shall issue a Notice to Proceed for each Order or SOW,  
4 (as defined in Exhibit A) for which County may desire, and shall issue any subsequent Change  
5 Requests, which County may desire, for each Order or SOW, as applicable.

6 2.3 **Written Acceptance.** County shall provide a Written Acceptance of all Orders or  
7 SOW's, upon the County's determination that the Contractor has fully performed under the  
8 Order or SOW, at the end of an Order or SOW, as applicable.

9 2.4 **Contractor Access.** The County will ensure that Contractor's consultants have  
10 access to County's network and systems as required during County's normal business hours,  
11 which is 8AM to 5PM Monday through Friday, except for County holidays or when the Office of  
12 the Clerk of the Board of Supervisors is officially closed to the public.

### 13 **Article 3**

#### 14 **Compensation, Invoices, and Payments**

15 3.1 **Compensation.** The County agrees to pay, and Contractor agrees to receive,  
16 compensation for the performance of its services under this Agreement as described in Exhibit  
17 B to this Agreement.

18 3.2 **Maximum Compensation.** Pursuant to Article 4 of this Agreement, the term of this  
19 Agreement for a one-year term, with four, optional 12-month extension periods. The total  
20 maximum compensation payable to Contractor during the initial term of this Agreement is  
21 \$293,375.89. If this Agreement is extended for the first additional year as provided in Article 4,  
22 below, the total maximum compensation payable to Contractor will increase to \$439,371.53. If  
23 this Agreement is extended for the second additional year as provided in Article 4, below, the  
24 total maximum compensation payable to Contractor will increase to \$595,586.88. If this  
25 Agreement is extended for the third additional year as provided in Article 4, below, the total  
26 maximum compensation payable to Contractor will increase to \$762,737.27. If this Agreement is  
27 extended for the fourth additional year as provided in Article 4, below, the total maximum  
28

1 compensation payable to Contractor for Contractor Products and Services will increase to  
2 \$942,000.00.

3 The Contractor acknowledges that the County is a local government entity and does so with  
4 notice that the County's powers are limited by the California Constitution and by State law, and  
5 with notice that the Contractor may receive compensation under this Agreement only for  
6 services performed according to the terms of this Agreement and while this Agreement is in  
7 effect, and subject to the maximum amount payable under this section. The Contractor further  
8 acknowledges that County employees have no authority to pay the Contractor except as  
9 expressly provided in this Agreement.

10 **3.3 Contractor Products and Services.** The Contractor Products and Services are  
11 purchased by County as subscriptions during an Order Term (as defined in Exhibit A) specified  
12 in each Order, SOW, or Exhibit. Additional Contractor Products and Services, which may  
13 include but is not limited to, licenses, modules, features, may be added, during an Order Term  
14 (as described in 3.4 below.), to the System Software as determined necessary by the Contract  
15 Administrator.

16 **3.4 Annual Fees.** Product setup and annual fees (as identified in Exhibit B) are due at  
17 the beginning of the Initial Term, then annually at the beginning of any Extended Term or Order  
18 Term (as defined in Exhibit A), within forty-five (45) days of receipt of invoice. Exhibit B of this  
19 Agreement identifies the list of Products and Services used in this Agreement. Services  
20 supporting the Contractor's products, shall be paid annually commencing upon the completion  
21 of the implementation of the products, or their being ready for County's use.

22 **a. Monthly Fee**

23 The "Outside-of-Scope Line Item – Monthly," as identified in Exhibit B. is the monthly service  
24 cost for Contractor to provide and support customization of products used by the County in this  
25 Agreement.

26 **3.5 Ordering Products and Services.** The Parties may execute one or more Order or  
27 SOW related to the sale and purchase of Contractor's Products and Services. Each Order or  
28 SOW will include an itemized list of the Contractor Products and Services as well as the Order

1 Term for such Contractor Products and Services. Each Order or SOW must, generally, be  
2 signed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of  
3 any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

4 **3.6 Invoices.** The Contractor shall submit monthly invoices to the County of Fresno,  
5 Internal Services Department, Attention: Business Office, 333 W. Pontiac Way, Clovis, CA  
6 93612, [isdbusinessoffice@fresnocountyca.gov](mailto:isdbusinessoffice@fresnocountyca.gov). The Contractor shall submit each invoice within  
7 60 days after the month in which the Contractor performs services and in any case within 60  
8 days after the end of the term or termination of this Agreement.

9 **3.7 Payment.** The County shall pay each correctly completed and timely submitted invoice  
10 within 45 days after receipt. The County shall remit any payment to the Contractor's address  
11 specified in the invoice.

12 **3.8 Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
13 expenses that are not specified as payable by the County under this Agreement.

#### 14 **Article 4**

##### 15 **Term of Agreement**

16 4.1 **Term.** This Agreement is effective June 3, 2023 and terminates on June 2, 2024,  
17 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"  
18 below.

19 4.2 **Extension.** The term of this Agreement may be extended for no more than four (4),  
20 one-year periods only upon the written approval of both Parties at least 30 days before the first  
21 day of the next one-year extension period. The CIO or his or her designee is authorized to sign  
22 the written approval on behalf of the County based on the Contractor's satisfactory  
23 performance. The extension of this Agreement by the County is not a waiver or compromise of  
24 any default or breach of this Agreement by the Contractor existing at the time of the extension  
25 whether or not known to the County.  
26  
27  
28

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director of Internal Services/Chief Information Officer  
7 County of Fresno  
8 333 W. Pontiac Way  
9 Clovis, CA 93612  
10 [isdcontracts@fresnocountyca.gov](mailto:isdcontracts@fresnocountyca.gov)

11 **For the Contractor:**

12 Contracts  
13 Granicus, LLC  
14 408 Saint Peter Street, Suite 600  
15 Saint Paul, MN 55102  
16 [contracts@granicus.com](mailto:contracts@granicus.com)

17 5.2 **Change of Contact Information.** Either Party may change the information in section  
18 5.1 by giving notice as provided in section 5.3.

19 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
22 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
23 Document Format (PDF) document attached to an email.

24 (A) A notice delivered by personal service is effective upon service to the recipient.

25 (B) A notice delivered by first-class United States mail is effective three County  
26 business days after deposit in the United States mail, postage prepaid, addressed to the  
27 recipient.

28 (C) A notice delivered by an overnight commercial courier service is effective one  
County business day after deposit with the overnight commercial courier service,  
delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
the recipient.

(D) A notice delivered by PDF document attached to an email is effective when  
transmission to the recipient is completed (but, if such transmission is completed outside

1 of County business hours, then such delivery is deemed to be effective at the next  
2 beginning of a County business day), provided that the sender maintains a machine  
3 record of the completed transmission.

4 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
5 nothing in this Agreement establishes, waives, or modifies any claims presentation  
6 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
7 of Title 1 of the Government Code, beginning with section 810).

## 8 **Article 6**

### 9 **Termination and Suspension**

10 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
11 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
12 are not allocated, then the County, upon at least 30 days' advance written notice to the  
13 Contractor, may:

- 14 (A) Modify the services provided by the Contractor under this Agreement; or
- 15 (B) Terminate this Agreement.

### 16 **6.2 Termination for Breach.**

17 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
18 occurred, the County may give written notice of the breach to the Contractor. The written  
19 notice may suspend performance under this Agreement, and must provide at least 30  
20 days for the Contractor to cure the breach.

21 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
22 time stated in the written notice, the County may terminate this Agreement immediately.

23 (C) For purposes of this section, a breach occurs when, in the determination of the  
24 County, the Contractor has:

- 25 (1) Obtained or used funds illegally or improperly;
- 26 (2) Failed to comply with any part of this Agreement;
- 27 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 28 (4) Improperly performed any of its obligations under this Agreement.



1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
7 the performance or failure to perform by the Contractor (or any of its officers, agents,  
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
10 defend the County.

11 8.2 **Limitation of Liability.** "NOTWITHSTANDING ANY OTHER PROVISION OF  
12 THIS AGREEMENT, IN NO INSTANCE, OTHER THAN WILLFUL MISCONDUCT AND GROSS  
13 NEGLIGENCE, WILL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT, UNDER ANY  
14 THEORY OF LIABILITY AND REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED  
15 THE GREATER OF TWO MILLION DOLLARS (\$2,000,000 USD) OR ACTUAL MONIES  
16 COLLECTED FROM INSURANCE PROCEEDS APPLICABLE TO THE CLAIM. GRANICUS  
17 SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR ANY INDIRECT,  
18 INCIDENTAL, CONSEQUENTIAL DAMAGES, HOWEVER CAUSED."

19 8.3 **Survival.** This Article 8 survives the termination of this Agreement.

20 **Article 9**

21 **Insurance**

22 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
23 Agreement.

24 **Article 10**

25 **Ownership of Data**

26 10.1 **Ownership of Data.** The Parties acknowledge and agree that all the County's data  
27 (Data), is and shall remain the exclusive property of the County. The Contractor acknowledges  
28 that in performing its obligations under the Agreement it may have access to the County's

1 networks and Data. The Contractor shall use and access such Data only as necessary for the  
2 purpose of providing the services and supporting the Software as agreed.

3       **10.2 Ownership of System Software.** The Parties acknowledge and agree that, as  
4 between Contractor and County, title and full ownership of all rights in and to the System  
5 Software, System Documentation (as defined in Exhibit A), and all other materials provided to  
6 County by Contractor under the terms of this Agreement shall remain with Contractor. County  
7 will take reasonable steps to protect trade secrets (as defined in Government Code Section  
8 7924.510(f)) of the System Software and System Documentation, and which are identified as  
9 such by Contractor. County may not disclose or make available to third parties the System  
10 Software or System Documentation or any portion thereof, unless otherwise required by court  
11 order. Contractor shall own all right, title and interest in and to all corrections, modifications,  
12 enhancements, programs, and work product conceived, created or developed, alone or with  
13 County or others, as a result of or related to the performance of this Agreement, including all  
14 proprietary rights therein and based thereon. Except and to the extent expressly provided  
15 herein, Contractor does not grant to County any right or license, express or implied, in or to the  
16 System Software and System Documentation or any of the foregoing. The Parties acknowledge  
17 and agree that, as between Contractor and County, full ownership of all rights in and to all  
18 County data, whether in magnetic or paper form, including without limitation printed output from  
19 the System, are the exclusive property of County.

20       **10.3 Contractor Intellectual Property Rights.** Contractor hereby grants and County  
21 hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-  
22 transferrable right to use the Contractor Products and Services to the extent allowed in the  
23 relevant Order or SOW (Permitted Use). County may reproduce, modify or create derivative  
24 works for its own use, public display, and use any and all of Contractor's copyrights in the  
25 homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts  
26 (collectively, the "Contractor Designs") embodied in County's website and intranet, which are  
27 prepared or caused to be prepared by Contractor under this Agreement. All rights not licensed  
28 are reserved to the Contractor and no rights may be implied. The Contractor retains all

1 intellectual property rights in the Software, and the County agrees to implement software  
2 protection measures designed to prevent unauthorized use and copying of the Software. The  
3 Contractor name, logo, and the product names are trademarks of Contractor, and no right or  
4 license is granted to use them. The County assigns to Contractor any suggestion,  
5 enhancement, request, recommendation, correction or other feedback provided by County  
6 relating to the use of the Contractor Products and Services. County shall not: (i) Misuse any  
7 Contractor resources or cause any disruption, including but not limited to, the display of adult  
8 content, advertisements, solicitations, or mass mailings to individuals who have not agreed to  
9 be contacted; (ii) Use any process, program, or tool for gaining unauthorized access to the  
10 systems, networks, or accounts of third parties; (iii) Use the Contractor Products and Services in  
11 a manner in which system or network resources are unreasonably denied to third parties; (iv)  
12 Use the Contractor Products and Services as a door or signpost to another server; (v) Access or  
13 use any portion of Contractor Products and Services except as expressly allowed by this  
14 Agreement; (vi) Disassemble, decompile, or otherwise reverse engineer all or any portion of the  
15 Contractor Products and Services; (vii) Use the Contractor Products and Services for any  
16 unlawful purposes; (viii) Export or allow access to the Contractor Products and Services in  
17 violation of U.S. laws or regulations; (ix) subcontract, disclose, rent, or lease the Contractor  
18 Products and Services, or any portion thereof, for third party use; or (x) Modify, adapt, or use  
19 the Contractor Products and Services to develop any software application intended for resale  
20 which uses the Contractor Products and Services in whole or in part.

21       10.4 **Data Sources.** Data uploaded into Contractor Products and Services must be  
22 brought in from County sources (interactions with end users and opt-in contact lists). County  
23 cannot upload purchased contact information into Contractor Products and Services without  
24 Contractor's written permission, which shall not be unreasonably withheld or delayed, and  
25 professional services support for list cleansing. Contractor understands and acknowledges,  
26 however, that County is a government agency and intends to use Contractor for the purpose of  
27 publishing information required by law to be available to the public.

1 **Article 11**

2 **Confidentiality & Data Security**

3 11.1 **Confidentiality.** The County and the Contractor may have access to information that  
4 the other considers to be a trade secret as defined in California Government Code section  
5 7924.510(f).

6 11.2 Each Party shall use the other's Information only to perform its obligations under,  
7 and for the purposes of, the Agreement. Neither Party shall use the Information of the other  
8 Party for the benefit of a third party. Each Party shall maintain the confidentiality of all  
9 Information in the same manner in which it protects its own information of like kind, but in no  
10 event shall either Party take less than reasonable precautions to prevent the unauthorized  
11 disclosure or use of the Information.

12 11.3 Contractor shall not disclose the County's data except to any third parties as  
13 necessary to operate the Contractor Products and Services (provided that the Contractor  
14 hereby grants to the County, at no additional cost, a perpetual, noncancelable, worldwide,  
15 nonexclusive license to utilize any data, on an anonymous or aggregate basis only, that arises  
16 from the use of the Contractor Products and Services by the Contractor, whether disclosed on,  
17 subsequent to, or prior to the Effective Date, to improve the functionality of the Contractor  
18 Products and Services and any other legitimate business purpose, subject to all legal  
19 restrictions regarding the use and disclosure of such information).

20 11.4 Upon termination of the Agreement, or upon a Party's request, each Party shall  
21 return to the other all Information of the other in its possession. All provisions of the Agreement  
22 relating to confidentiality, ownership, and limitations of liability shall survive the termination of  
23 the Agreement.

24 11.5 All services performed by Contractor shall be in strict conformance with all applicable  
25 Federal, State of California, and/or local laws and regulations relating to confidentiality, including  
26 but not limited to, California Civil Code, California Welfare and Institutions Code, California  
27 Health and Safety Code, California Code of Regulations, and the Code of Federal Regulations.  
28



1 (A) The County may voluntarily, or upon request by any member of the public or  
2 governmental agency, disclose this Agreement to the public or such governmental  
3 agency.

4 (B) The County may voluntarily, or upon request by any member of the public or  
5 governmental agency, disclose to the public or such governmental agency any record or  
6 data that the Contractor may provide to the County, unless such disclosure is prohibited  
7 by court order.

8 (C) This Agreement, and any record or data that the Contractor may provide to the  
9 County, is subject to public disclosure under the Ralph M. Brown Act (California  
10 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

11 (D) This Agreement, and any record or data that the Contractor may provide to the  
12 County, is subject to public disclosure as a public record under the California Public  
13 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning  
14 with section 7920.200) ("CPRA")

15 (E) This Agreement, and any record or data that the Contractor may provide to the  
16 County, is subject to public disclosure as information concerning the conduct of the  
17 people's business of the State of California under California Constitution, Article 1,  
18 section 3, subdivision (b).

19 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
20 respect to any record or data that the Contractor may provide to the County shall be  
21 disregarded and have no effect on the County's right or duty to disclose to the public or  
22 governmental agency any such record or data.

23 **12.4 Public Records Act Requests.** If the County receives a written or oral request  
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
25 and which the County has a right, under any provision of this Agreement or applicable law, to  
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
27 County, for purposes of public disclosure, the requested records that may be in the possession  
28 or control of the Contractor. Within five business days after the County's demand, the

1 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
2 possession or control, together with a written statement that the Contractor, after conducting a  
3 diligent search, has produced all requested records that are in the Contractor's possession or  
4 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
5 diligent search, does not possess or control any of the requested records. The Contractor shall  
6 cooperate with the County with respect to any County demand for such records. If the  
7 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
8 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
9 exemption by citation to specific legal authority within the written statement that it provides to  
10 the County under this section. The Contractor's assertion of any exemption from disclosure is  
11 not binding on the County, but the County will give at least 10 days' advance written notice to  
12 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
13 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
14 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
15 failure to produce any such records, or failure to cooperate with the County with respect to any  
16 County demand for any such records.

### 17 **Article 13**

#### 18 **Disclosure of Self-Dealing Transactions**

19 13.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
20 or changes its status to operate as a corporation.

21 13.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
22 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
23 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
24 the County before commencing the transaction or immediately after.

25 13.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
26 a party and in which one or more of its directors, as an individual, has a material financial  
27 interest.

1 **Article 14**

2 **General Terms**

3 14.1 **CIO.** Director of Internal Services/Chief Information Officer (CIO).

4 14.2 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
5 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
6 by both Parties. The Contractor acknowledges that County employees have no authority to  
7 modify this Agreement except as expressly provided in this Agreement.

8 14.3 **Non-Assignment.** Neither Party may assign its rights or delegate its obligations  
9 under this Agreement without the prior written consent of the other Party.

10 14.4 **Governing Law.** The laws of the State of California govern all matters arising from  
11 or related to this Agreement.

12 14.5 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
13 County, California. Contractor consents to California jurisdiction for actions arising from or  
14 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
15 brought and maintained in Fresno County.

16 14.6 **Severability.** If anything in this Agreement is found by a court of competent  
17 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
18 effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of  
19 this Agreement with lawful and enforceable terms intended to accomplish the Parties' original  
20 intent.

21 14.7 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
22 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
23 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
24 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
25 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
26 all applicable State of California and federal statutes and regulation.

27 14.8 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
28 of the Contractor under this Agreement on any one or more occasions is not a waiver of

1 performance of any continuing or other obligation of the Contractor and does not prohibit  
2 enforcement by the County of any obligation on any other occasion.

3 14.9 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
4 between the Contractor and the County with respect to the subject matter of this Agreement,  
5 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
6 publications, and understandings of any nature unless those things are expressly included in  
7 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
8 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
9 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
10 exhibits.

11 14.10 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
12 create any rights or obligations for any person or entity except for the Parties.

13 14.11 **Authorized Signature.** The Contractor represents and warrants to the County that:

14 (A) The Contractor is duly authorized and empowered to sign and perform its  
15 obligations under this Agreement.

16 (B) The individual signing this Agreement on behalf of the Contractor is duly  
17 authorized to do so and his or her signature on this Agreement legally binds the  
18 Contractor to the terms of this Agreement.

19 14.12 **Electronic Signatures.** The Parties agree that this Agreement may be executed by  
20 electronic signature as provided in this section.

21 (A) An “electronic signature” means any symbol or process intended by an individual  
22 signing this Agreement to represent their signature, including but not limited to (1) a  
23 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
24 electronically scanned and transmitted (for example by PDF document) version of an  
25 original handwritten signature.

26 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
27 equivalent to a valid original handwritten signature of the person signing this Agreement  
28 for all purposes, including but not limited to evidentiary proof in any administrative or

1 judicial proceeding, and (2) has the same force and effect as the valid original  
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section  
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
5 Part 2, Title 2.5, beginning with section 1633.1).

6 (D) Each Party using a digital signature represents that it has undertaken and  
7 satisfied the requirements of Government Code section 16.5, subdivision (a),  
8 paragraphs (1) through (5), and agrees that each other Party may rely upon that  
9 representation.

10 (E) This Agreement is not conditioned upon the Parties conducting the transactions  
11 under it by electronic means and either Party may sign this Agreement with an original  
12 handwritten signature.

13 14.13 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
14 original, and all of which together constitute this Agreement.

15 **Agent for Service of Process.** The Contractor represents to the County that the  
16 Contractor's agent for service of process in California, and that such agent's address for  
17 receiving such service of process in California, which information the Contractor shall maintain  
18 with the office of the California Secretary of State, is as follows: CSC - LAWYERS  
19 INCORPORATING SERVICE


20 Registered Corporate 1505 Agent  
21 2710 Gateway Oaks Drive # 150-N  
22 Sacramento, CA 95833]

23 The Contractor further represents to the County that if the Contractor changes its agent for  
24 service of process in California, or the Contractor's agent for service of process in California  
25 changes its address for receiving such service of process in California, which changed  
26 information the Contractor shall maintain with the office of the California Secretary of State, the  
27 Contractor shall give the County written notice thereof within five (5) calendar days thereof  
28 pursuant to Article 5.[SIGNATURE PAGE FOLLOWS]

1 The Parties are signing this Agreement on the date stated in the introductory clause.

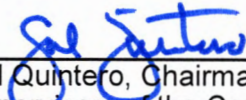
2 CONTRACTOR, GRANICUS, LLC

COUNTY OF FRESNO

3  
4   
Kimberly Rosenberger (Aug 4, 2023 14:37 CDT)

5 Kimberly Rosenberger, Contracts Manager

6 408 Saint Peter Street, Suite 600  
7 Saint Paul, MN 55102

  
8 Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

**Attest:**  
9 Bernice E. Seidel  
10 Clerk of the Board of Supervisors  
County of Fresno, State of California

11 By:   
Deputy

12 For accounting use only:

13 Org No.: 8905  
14 Account No.: 7311  
15 Fund No.: 1020  
16 Subclass No.: 10000  
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## Exhibit A – Scope of Work

1        1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following  
2 terms shall have the meanings specified:

3            Change Control Process means the process used by the Information Services Division  
4 of COUNTY's Internal Services Department to inform COUNTY staff of new or updated  
5 production use systems.

6            Products and Services – means the products and services made available to the County  
7 pursuant to this Agreement, which may include Contractor Products and Services accessible for  
8 use by the County on a subscription basis (“Software-as-a-Service” or “SaaS”), Contractor  
9 professional services, content from any professional services or other required equipment  
10 components or other required hardware, as specified in each Order or SOW.

11           License is the license granted under this Agreement, and the rights and obligations that  
12 it creates under the laws of the United States of America and the State of California, including  
13 without limitation, copyright and intellectual property law.

14           Order means a written order, proposal, or purchase document in which the Contractor  
15 agrees to provide and the County agrees to purchase specific Contractor Products and  
16 Services.

17           Order Term means the then-current duration of performance identified on each Order or  
18 SOW, for which the Contractor has committed to provide, and the County has committed to pay  
19 for, Contractor Products and Services.

20           Statement of Work (SOW) means a written order, proposal, or purchase document that  
21 is signed by both Parties and describes the Contractor Products and Services to be provided  
22 and/or performed by the Contractor. Each Order or SOW shall describe the Parties'  
23 performance obligations and any assumptions or contingencies associated with the  
24 implementations of the Contractor Products and Services, as specified in each Order or SOW  
25 placed hereunder.

## Exhibit A – Scope of Work

1            Support means the ongoing support and maintenance services performed by the  
2 Contractor related to the Contractor Products and Services as specified in each Order or SOW  
3 placed between the Parties.

4            System refers to the System Software and System Documentation, collectively, including  
5 all modifications and enhancements.

6            System Documentation means the documentation relating to the System Software,  
7 including all manuals, reports, brochures, sample runs, specifications, and other materials  
8 provided by CONTRACTOR in connection with the System Software.

9            System Software is Contractors Products and Services provided and hosted by  
10 Contractor. System Software does not include operating system software, or any other third-  
11 party software.

12            System Software Maintenance and Support and Support means software hosting for  
13 System Software, regular software updates to System Software, and support provided for  
14 System Software in case of errors, mistakes, or other technical difficulties.

15            2. **Warranties & Disclaimers.** Contractor warrants that all services performed under this  
16 Agreement will conform in all aspects with the requirements of this Agreement and their  
17 specifications. Contractor warrants that it takes all precautions that are standard in the industry,  
18 in California, to increase the likelihood of a successful performance for the Contractor Products  
19 and Services.

20            Except as provided in herein provided, each Party hereby disclaims any and all other  
21 warranties of any nature whatsoever whether oral and written, express or implied, including,  
22 without limitation, the implied warranties of merchantability, title, non-infringement, and fitness  
23 for a particular purpose. Contractor does not warrant that Contractor Products and Services will  
24 meet County's requirements.

25            3. **Project Deadlines.** It is understood and agreed by both Parties to this Agreement that if  
26 all the work specified or indicated in the Order or SOW is not completed within the specified  
27

## Exhibit A – Scope of Work

1 time frames set forth in the Order or SOW, or within such time limits as extended, County may  
2 elect to terminate without clause as discussed in section 6.3, provided however, nothing in this  
3 Section A.9 limits any of County's remedies under this Agreement for Contractor's breach of  
4 this Agreement.

5       4. **Contractor's Project Coordinator.** Upon execution of this Agreement, Contractor shall  
6 appoint a Project Coordinator who will act as the primary contact person to interface with  
7 County for the services discussed in this Agreement.

8       5. **Documentation.** Contractor shall provide to County System Documentation, which shall  
9 consist of electronic media files. The electronic media files must be printable using PC software  
10 normally available at County. Contractor shall provide new System Documentation  
11 corresponding to all new Software Upgrades. County may print additional copies of all  
12 documentation. All System Documentation is to be used by County only for the purposes  
13 identified within this Agreement.

14       6. **Technical Information.** Contractor will provide technical information to County. Such  
15 information may cover areas regarding the software discussed in this Agreement, third party  
16 software, and other matters considered relevant to County by Contractor. Technical information  
17 will be provided at the discretion of Contractor but will not be unreasonably withheld.

18       7. **Operating System Updates.** The application must run on a County operating system  
19 that is consistently and currently supported by the operating system vendor. Applications under  
20 maintenance are expected to always be current in regards to the required Contractor operating  
21 system. No outdated or unsupported County operating system will be implemented on the  
22 production network. Contractor shall keep their software current in order to operate in this  
23 environment. Patches may include critical operating system updates and security patches.

24       8. **Adhere to Change Control Process.** Contractor employs a procedure to implement  
25 updates, upgrades, and version releases to a system that is in production use. This forum  
26 allows Contractor to inform County of upcoming changes to a production system. Contractor

## Exhibit A – Scope of Work

1 must inform County a minimum of one (1) week prior to any planned, non-emergency changes  
2 so that the Change Control Process may be followed.

3       9. **Storage and Sending.** If any services specified in this Agreement are used to store  
4 and/or send Confidential Information, Contractor must be notified in writing, in advance of the  
5 storage or sending. Should County provide such notice, County must ensure that Confidential  
6 Information is stored behind a secure interface and that Contractor Products and Services be  
7 used only to notify people of updates to the information that can be accessed after  
8 authentication against a secure interface managed by County.

9       10. **Support Services.** Support Services is defined as technical support, account  
10 management, and education and training. Contractor will support day-to-day operation of the  
11 System as follows. Basic support related to standard Contractor Products and Services is  
12 included within the fees paid during the Order Term. Contractor may update its Support  
13 obligations under this Agreement, so long as the functionality purchased by County is not  
14 materially diminished.

15       11. **Downtime.** Downtime shall be defined as System non-availability due to System  
16 Software error, malfunction, or due to System Software Maintenance and Support activity other  
17 than in accordance with the scheduling parameters set forth in this Agreement. Examples of  
18 Downtime include, without limitation, County and public cannot access the System for reasons  
19 within Contractor's Control or any functional Component of the System or Interference is not  
20 available and is within Contractor's Control. County requires that there be no unscheduled  
21 Downtime for routine System Software Maintenance and Support of the Application Software.  
22 County will accept occasional scheduled Downtime, not to exceed, four (4) hours, for significant  
23 non-routine Updates and maintenance to be scheduled by Contractor. Routine System  
24 Software Maintenance and Support includes such tasks as major System Software version  
25 Updates. Contractor shall use its best efforts to keep scheduled Downtime for non-routine  
26 maintenance to a minimum (99.5% up time guarantee).

## Exhibit A – Scope of Work

1        12. **Data Sources.** Data uploaded into Contractor Products and Services must be brought  
2 in from County sources (interactions with end users and opt-in contact lists). County cannot  
3 upload purchased contact information into Contractor Products and Services without  
4 Contractor' written permission and professional services support for list cleansing. Contractor  
5 certifies that it will not sell, retain, use, or disclose any personal information provided by County  
6 for any purpose other than retaining, using, or disclosing such personal information for the  
7 specific purpose of performing the services outlined within this Agreement.

8        13. **Passwords.** Passwords are not transferable to any third party. County is responsible  
9 for keeping all passwords secure and all use of the Contractor Products and Services accessed  
10 through County's passwords.

11        14. **County Feedback.** County will provide feedback to Contractor with any suggestion,  
12 enhancement, request, recommendation, correction or other feedback provided by County  
13 relating to the use of the Contractor Products and Services. Contractor may use such  
14 submissions as it deems appropriate in its sole discretion.

15        15. **Service Levels.** Basic support and maintenance services provided to County for  
16 Products ("Support") is included in the fees paid for the Contractor Product subscription or  
17 maintenance during the Term and will be provided in accordance with the Service Level  
18 Agreement set forth in Exhibit F. Contractor may update its Support obligations under this  
19 Agreement, so long as the level of Support agreed to by the Parties is not materially diminished  
20 due to such modification. Should more than 3 instances occur, for a Level 1 Emergency, then a  
21 ten (10) percent credit memo will be issued by the Contractor. If more than six (6) Level 1  
22 Emergency instances occur then a twenty (20) percent credit memo will be issued by the  
23 Contractor, If more than nine (9) instances occur a thirty (30) percent credit memo will be  
24 issued by the Contractor.

25        16. **Third Party Disclaimer - Closed Captioning and Meeting Services.** County and  
26 Contractor may agree that a third party will provide closed captioning, transcription services, or

## Exhibit A – Scope of Work

1 other meeting services under this Agreement. In such case, County expressly understands that  
 2 the third party is an independent contractor and not an agent or employee of  
 3 Contractor. Contractor is not liable for acts performed by such an independent third party.

4 **17. Product Descriptions.**

Solution	Description
Government Transparency Suite	The live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Granicus Encoding Appliance Software (GT)	This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
eComment	eComment reduces staff time by providing the ability to effortlessly collect and manage citizen input on agenda items. Citizens are allowed to either submit comments in regards to items or sign up to speak before a scheduled meeting.
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Unlimited data storage and retention</li> <li>• Up to one (1) Legistar database</li> <li>• Up to one (1) InSite web portal</li> </ul>
Outside-of-Scope line Item - Monthly	Out-of-Scope monthly services.
Performance Accelerator Suite	Performance Accelerator Suite provides the ability to utilize the performance accelerator within a network. Requires Performance Accelerator or Virtual Performance Accelerator to distribute

## Exhibit A – Scope of Work

	video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid software-as-a-Service (SaaS) and Hardware-as-a-Service, (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies</li> <li>• Unlimited storage of minute documents</li> <li>• Access to the LiveManager software application for recording information during meetings</li> <li>• Access to the Word Add-in software component for minutes formatting in MS Word if desired</li> <li>• Up to one (1) MS Word minutes template (additional templates can be purchased if needed)</li> </ul>
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable webpage.
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> <li>• All Meetings will incur one hour minimum.</li> </ul>

## Exhibit A – Scope of Work

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	<ul style="list-style-type: none"><li>• Cancellations within 24 hrs. will be charged 1 hour minimum</li><li>• Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum.</li><li>• Real Time Captions are provided at a 98% accuracy readability rating.</li><li>• Recurring Caption hours not used in the period of performance will not carry over to the following year.</li></ul>
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# EXHIBIT B



## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$10,856.44
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,412.41
eComment	Annual	1 Each	\$6,800.71
Legistar	Annual	1 Each	\$40,323.95
Outside-of-Scope Line Item - Monthly	Annual	1 Each	\$516.97
Performance Accelerator Suite	Annual	1 Each	\$8,788.55
Upgrade to SDI 720p Streaming	Annual	1 Each	\$3,530.99
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$2,067.89
Meeting Efficiency Suite	Annual	1 Each	\$30,811.63
Open Platform Suite	Annual	1 Each	\$7,733.93
Legistar InSite Upgrade	Annual	1 Each	\$2,067.89
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,879.90
Upgrade to SDI 720p Streaming	Annual	1 Each	\$4,699.76
Recurring Captioning Services	Annual	75 Hours	\$14,953.50
<b>SUBTOTAL:</b>			<b>\$136,444.52</b>

# EXHIBIT B



## FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	03 Jun 2024 - 02 Jun 2025	03 Jun 2025 - 02 Jun 2026	03 Jun 2026 - 02 Jun 2027	03 Jun 2027 - 02 Jun 2028
Government Transparency Suite	\$11,616.39	\$12,429.54	\$13,299.61	\$14,230.58
Granicus Encoding Appliance Software (GT)	\$1,511.28	\$1,617.07	\$1,730.26	\$1,851.38
eComment	\$7,276.76	\$7,786.13	\$8,331.16	\$8,914.34
Legistar	\$43,146.63	\$46,166.89	\$49,398.57	\$52,856.47
Outside-of-Scope Line Item - Monthly	\$553.16	\$591.88	\$633.31	\$677.64
Performance Accelerator Suite	\$9,403.75	\$10,062.01	\$10,766.35	\$11,520.00
Upgrade to SDI 720p Streaming	\$3,778.16	\$4,042.63	\$4,325.61	\$4,628.41
Granicus Encoding Appliance Software (GT)	\$2,212.64	\$2,367.53	\$2,533.25	\$2,710.58
Meeting Efficiency Suite	\$32,968.44	\$35,276.24	\$37,745.57	\$40,387.76
Open Platform Suite	\$8,275.31	\$8,854.58	\$9,474.40	\$10,137.60
Legistar InSite Upgrade	\$2,212.64	\$2,367.53	\$2,533.25	\$2,710.58
Granicus Encoding Appliance Software (GT)	\$2,011.49	\$2,152.30	\$2,302.96	\$2,464.17
Upgrade to SDI 720p Streaming	\$5,028.74	\$5,380.76	\$5,757.41	\$6,160.43
Recurring Captioning Services	\$16,000.25	\$17,120.26	\$18,318.68	\$19,600.99
<b>SUBTOTAL:</b>	<b>\$145,995.64</b>	<b>\$156,215.35</b>	<b>\$167,150.39</b>	<b>\$178,850.93</b>

- Cancellations within 24 hrs. will be charged 1 hour minimum, \$186.34

## Exhibit C

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction;  
and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). The General Liability limit required may be satisfied by a combination of primary, excess and/or umbrella coverage. This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy including the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident/policy limit for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per claim. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Article 11 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment

card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

## 2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are included as additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to,

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by insurers authorized to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall provide written notice to the County upon receipt from the insurer(s). For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall provide written notice to the County upon receipt from the insurer(s) in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors

## Exhibit E

### Data Security

#### A. Definitions.

Capitalized terms used in this Exhibit E have the meanings set forth in this section A.

**“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.

**“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.

**“Director”** means the County’s Director of Internal Services-Chief Information Officer or his or her designee.

**“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

**“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.

**“Personal Information”** means any and all information, including any data provided, or to which access is provided, to the Contractor by or upon the authorization of the County, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial

account numbers, credit report information, answers to security questions, and other personal identifiers); or is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

**“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.

**“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in subsection C.(5) of this Exhibit E.

**“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

**“Use”** or any derivative thereof means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

#### **B. Standard of Care.**

(1) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.

(2) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and

interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor's, or any Authorized Person's, Use of that Personal Information.

(3) The Contractor agrees and covenants in favor of the County that the Contractor shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this Subsection B as is reasonable and appropriate to avoid a Security Breach; (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E; (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and (iv) not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.

Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, the Contractor shall (a) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing the County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (b) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

### **C. Information Security.**

(1) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and shall at all times comply with all federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit, or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(2) The Contractor covenants, represents and warrants to the County that, as of the Effective Date, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(3) Without limiting the Contractor's obligations under subsection C.(1) of this Exhibit E, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following: (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement; (ii) ensuring that all of the Contractor's connectivity to the County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director; (iii) to the extent that they contain or provide access to Personal Information, (a) securing the Contractor's business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability;

(b) employing adequate controls and data security measures with respect to the Contractor Facilities and Equipment), both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director; (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director); (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information; (vi) having a patch management process including installation of all operating system/software vendor security patches; (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and (viii) providing appropriate privacy and information security training to Authorized Employees.

(4) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(5) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and

the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

(6) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

#### **D. Security Breach Procedures.**

(1) Promptly, and without undue delay, upon the Contractor's confirmation of a Security Breach, the Contractor shall (a) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-6200 / [servicedesk@fresnocountyca.gov](mailto:servicedesk@fresnocountyca.gov) (which telephone number and email address the County may update by providing notice to the Contractor), and (b) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(2) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to subsection D.(1) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation: (i) assisting the County in conducting any investigation; (ii) providing the County with physical access to the facilities and operations affected; (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably

required by the County. To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, and the Contractor shall provide a written report of the investigation and reporting required to the Director within thirty (30) days after the Contractor's discovery of the Security Breach.

(3) The County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of notification thereof, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason therefor.

(4) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take reasonable mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred in relation to any litigation or other action described in subsection D. (5) of this Exhibit E. to the extent applicable: (1) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing; (2) call center support for such affected individuals for a specific period not to exceed thirty (30) days; and (3) the cost of any measures required under applicable laws.

**E. Oversight of Security Compliance.**

(1) The Contractor shall have and maintain a written information security policy that

specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(2) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.

(3) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

**F. Return or Destruction of Personal Information.**

Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed

of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies thereof. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section F. The Contractor's obligations under this section F survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

#### **G. Equitable Relief.**

The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

#### **H. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures,

losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines, and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorney's fees and costs, the cost of enforcing any right to indemnification or defense under this Attachment "A" and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any COUNTY Indemnitee in relation to CONTRACTOR's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Attachment "A" or arising out of or resulting from CONTRACTOR's failure to comply with any of its obligations under this section H. The provisions of this section H do not apply to the acts or omissions of the County. The provisions of this section H are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnity under this Agreement. The provisions of this section H shall survive the termination of this Agreement.

**I. Survival.**

The respective rights and obligations of the Contractor and the County as stated in this Exhibit E shall survive the termination of this Agreement.

**J. No Third Party Beneficiary.**

Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**L. No County Warranty.**

The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

## Exhibit **F**: Help Desk Services and Availability

Granicus will provide complete help desk support for administrators and customers of the Granicus Solutions. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone.

### **CUSTOMER SUPPORT CONTACT**

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe)

Emergency Support is available 24/7

Please submit support requests via:

- Portal: [support.granicus.com](http://support.granicus.com)
- Email: [support@granicus.com](mailto:support@granicus.com)
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: [subscriberhelp.granicus.com](http://subscriberhelp.granicus.com)
- Email: [subscriberhelp@granicus.com](mailto:subscriberhelp@granicus.com)
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

### **COMMUNICATION SERVICE LEVEL AGREEMENT**

Granicus response to support and service requests will be based on four (4) Severity Levels:

Severity Level	Description	Examples	Initial Customer Response Time
<b>Level 1</b>	<b>Emergency.</b> Incident represents a total outage; the product is unavailable or not accessible for use	<ul style="list-style-type: none"> <li>• govDelivery’s admin.govdelivery.com is down or all sending is significantly delayed</li> <li>• govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware</li> <li>• govAccess website is unreachable by public users</li> </ul>	Within one (1) hour of notification by the customer of occurrence
<b>Level 2</b>	<b>Severely Impaired.</b> Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	<ul style="list-style-type: none"> <li>• govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers</li> <li>• Site operational but govMeetings modular functionality is non-operational</li> <li>• govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code</li> </ul>	Within four (4) hours of notification by the customer of occurrence

<b>Level 3</b>	<b>Impaired.</b> Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	<ul style="list-style-type: none"> <li>• govDelivery system not connecting to social media, single customer app/feature help, or database requests</li> <li>• govMeetings system files won't upload, or text not rendering</li> <li>• govAccess website works but there are problems with presentation</li> </ul>	Within one (1) business day of notification by the customer of occurrence
<b>Level 4</b>	<b>Low Impact.</b> Incident that has a limited business impact and requests can be scheduled.	<ul style="list-style-type: none"> <li>• Programmatic change to back-end or front-end to improve efficiency</li> <li>• Distribution of all patches and upgrades</li> </ul>	Within three (3) business days of notification of customer of occurrence

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

## AVAILABILITY

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99.5% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

**Downtime** is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances
  - Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.

- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

Any credit provided under this service level agreement will be referred to as an **Outage Credit**. The Outage Credit shall be applied as additional subscription days for the customer's affected Granicus Solutions and will be added to the end of the then-current period of performance and shall be provided upon the customer's request.

Outage Credit is limited to a Site Outage. In no event shall any credit for a particular calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether Downtime has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

<b>Site Outage per Quarter</b> (Unless Otherwise Specified Below)	<b>Amount of Outage Credit</b> (Unless Otherwise Specified Below)
99.5%	No Outage Credit
99.4%	1 day credit
98%	3 days credit
97% or less	7 days credit

## **SCHEDULED MAINTENANCE**

**govDelivery.** Scheduled maintenance typically occurs every thirty (30) days with average Downtime required being less than thirty (30) minutes. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not typically exceed twenty (20) hours.

**govMeetings.** Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, will provide the customer with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

**govAccess.** Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.

**govService.** Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks.

**All Solutions.** Notifications will be posted on [status.granicusops.com](https://status.granicusops.com). Email notifications for these products can be subscribed to from that page.

## **HARDWARE REPLACEMENT**

For hardware issues requiring replacement (where applicable), Granicus shall respond to the request made by the customer within one (1) business day. Hardware service repair or replacement will occur within four (4) business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the customer informed regarding the time frame and progress of the repairs or replacements.