

# AGREEMENT

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of May, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Granicus, LLC dba Granicus, a Minnesota Limited Liability Company, whose address is 408 Saint Peter Street, Suite 600 Saint Paul, Minnesota 55102, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR may each be referred to herein as "PARTY" or collectively as "PARTIES".

## WITNESSETH:

WHEREAS, COUNTY OF FRESNO has utilized the proprietary software systems from SouthTech Systems, Inc. since 2004 to enhance the various processes within the Clerk Services and Elections Divisions of the County Clerk-Elections Department; and

WHEREAS, CONTRACTOR is qualified to provide the products and services identified herein to enable the COUNTY to provide elections services mandated by State law and other services to the public.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

### 1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR will provide telephone and remedial diagnostics and support during CONTRACTOR'S normal working hours so that each Software Product, namely, "ClerkDocs™", "Online Marriage™", "Online FBN", "CornerStone™ Cashiering/Fee Accounting", "CheckLog™", "CampaignDocs™", "WebPublisher™", and "eCampaign™" software manufactured by CONTRACTOR, (described, in Exhibit "A" attached hereto, incorporated herein by this reference) will operate on designated system(s) in all material respects as described in the then current user documentation for such support product. CONTRACTOR shall provide form changes and other Specialized Services under this Agreement. (See Exhibit "A", Schedule A).

B. CONTRACTOR will provide telephone support for up to twenty-four (24), or as modified by the PARTIES' mutual agreement, hours per a twelve month period.

C. CONTRACTOR will provide general consulting services, which include general

1 support for standard operations and application support.

2 D. CONTRACTOR will periodically deliver one (1) copy of the updates for each  
3 software product to the primary contact for the designated system(s) as these updates are provided to  
4 CONTRACTOR.

5 E. CONTRACTOR will continue to provide support for the previous revision of a  
6 software product for a period of 180 days following release of a software product update.

7 F. CONTRACTOR will ship software updates, documentation and general support  
8 material through use of electronic delivery only using e-mail or file transfer protocol (FTP).

9 2. OBLIGATIONS OF THE COUNTY

10 A. COUNTY shall be licensed for all software products for which support services are  
11 requested.

12 B. COUNTY shall load and test new revisions of the software product within two (2)  
13 weeks of their release date.

14 C. COUNTY shall maintain a remote dial-in support capability as specified by  
15 CONTRACTOR and not limit or otherwise restrict CONTRACTOR access to the system or information  
16 pertaining to the reported problem.

17 D. COUNTY shall perform reasonable software/hardware tests upon request from  
18 the CONTRACTOR Support Center personnel.

19 E. COUNTY will implement each patch, bypass or work around update or other  
20 solution to such problem provided by CONTRACTOR in a timely manner.

21 F. COUNTY agrees to return upon CONTRACTORS request and at COUNTY'S  
22 expense, any loaned media or equipment.

23 G. COUNTY is responsible for acquiring and maintaining current release levels of  
24 non-update products as recommended by CONTRACTOR.

25 3. USE OF CONTRACTOR PRODUCTS AND SERVICES AND PROPRIETARY RIGHTS

26 A. The CONTRACTOR Products and Services (further described as "Software  
27 Products" and "Software" in Exhibit A) are purchased by COUNTY as subscriptions  
28 during an Order Term (as described in section 4. TERM herein) specified in this

1 Agreement. Additional CONTRACTOR Products and Services may be added during  
2 an Order Term.

3 B. Subject to the terms and conditions of this Agreement, CONTRACTOR hereby  
4 grants during each Order Term, and COUNTY hereby accepts, solely for its internal  
5 use, a worldwide, revocable, non-exclusive, non-transferrable right to use the  
6 CONTRACTOR Products and Services to the extent allowed in this Agreement  
7 (collectively the "Permitted Use"). The Permitted Use shall also include the right,  
8 subject to the conditions and restrictions set forth herein, to use the CONTRACTOR  
9 Products and Services up to the levels limited in this Agreement.

10 C. Data uploaded into CONTRACTOR Products and Services must be brought in  
11 from COUNTY sources (interactions with end users and opt-in contact lists). COUNTY  
12 cannot upload purchased contact information into CONTRACTOR Products and  
13 Services without CONTRACTOR'S written permission and professional services  
14 support for list cleansing.

15 D. Passwords are not transferable to any third party. COUNTY is responsible for  
16 keeping all passwords secure and all use of the CONTRACTOR Products and  
17 Services accessed through COUNTY'S passwords.

18 E. COUNTY can only use CONTRACTOR Products and Services to share content  
19 that is created by and owned by COUNTY and/or content for related organizations  
20 provided that it is in support of other organizations but not as a primary communication  
21 vehicle for other organizations that do not have a CONTRACTOR subscription. Any  
22 content deemed inappropriate for a public audience or in support of programs or topics  
23 that are unrelated to COUNTY, can be removed or limited by CONTRACTOR.

24 F. Any text, data, graphics, or any other material displayed or published on  
25 COUNTY's website must be free from violation of or infringement of copyright,  
26 trademark, service mark, patent, trade secret, statutory, common law or proprietary or  
27 intellectual property rights of others. CONTRACTOR is not responsible for content  
28

1 migrated by Client or any third party.

2 G. CONTRACTOR Products and Services shall not be used to promote products or  
3 services available for sale through COUNTY or any third party unless approved in  
4 writing, in advance, by CONTRACTOR. CONTRACTOR reserves the right to request  
5 and review the details of any agreement between COUNTY and a third party that  
6 compensates COUNTY for the right to have information included in Content  
7 distributed or made available through CONTRACTOR Products and Services prior to  
8 approving the presence of Advertising within CONTRACTOR Products and Services.

9 H. COUNTY shall not:

- 10 1) Misuse any CONTRACTOR resources or cause any disruption, including  
11 but not limited to, the display of pornography or linking to pornographic  
12 material, advertisements, solicitations, or mass mailings to individuals who  
13 have not agreed to be contacted;
- 14 2) Use any process, program, or tool for gaining unauthorized access to the  
15 systems, networks, or accounts of other parties, including but not limited to,  
16 other CONTRACTOR customers;
- 17 3) COUNTY must not use the CONTRACTOR Products and Services in a  
18 manner in which system or network resources are unreasonably denied to  
19 other CONTRACTOR clients;
- 20 4) COUNTY must not use the Services as a door or signpost to another server.
- 21 5) Access or use any portion of CONTRACTOR Products and Services,  
22 except as expressly allowed by this Agreement;
- 23 6) Disassemble, decompile, or otherwise reverse engineer all or any portion of  
24 the CONTRACTOR Products and Services;
- 25 7) Use the CONTRACTOR Products and Services for any unlawful purposes;
- 26 8) Export or allow access to the CONTRACTOR Products and Services in  
27 violation of U.S. laws or regulations;
- 28 9) Except as expressly permitted in this Agreement, subcontract, disclose,

1 rent, or lease the CONTRACTOR Products and Services, or any portion  
2 thereof, for third party use; or

3 10) Modify, adapt, or use the CONTRACTOR Products and Services to develop  
4 any software application intended for resale which uses the CONTRACTOR  
5 Products and Services in whole or in part.

6 I. COUNTY assigns to CONTRACTOR any suggestion, enhancement, request,  
7 recommendation, correction or other feedback provided by COUNTY relating to the  
8 use of the CONTRACTOR Products and Services. CONTRACTOR may use such  
9 submissions as it deems appropriate in its sole discretion.

10 J. Subject to the limited rights expressly granted hereunder, CONTRACTOR  
11 and/or its licensors reserve all right, title and interest in the CONTRACTOR Products  
12 and Services, the documentation and resulting product including all related  
13 intellectual property rights. Further, no implied licenses are granted to COUNTY. The  
14 CONTRACTOR name, the CONTRACTOR logo, and the product names associated  
15 with the services are trademarks of CONTRACTOR or its suppliers, and no right or  
16 license is granted to use them.

17 4. TERM

18 The term of this Agreement shall be for a period of three (3) years, commencing on the 15<sup>th</sup> day of  
19 April, 2019 through and including the 14<sup>th</sup> day of April, 2022. This Agreement may be extended for two (2)  
20 additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty  
21 (30) days prior to the first day of the next twelve (12) month extension period. The County Clerk/Registrar  
22 of Voters or his or her designee is authorized to execute such written approval on behalf of COUNTY based  
23 on CONTRACTOR'S satisfactory performance.

24 5. TERMINATION

25 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
26 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
27 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
28



1 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

2 B. Breach of Contract - The COUNTY or CONTRACTOR may immediately suspend or  
3 terminate this Agreement in whole or in part, where in the determination of the COUNTY or CONTRACTOR  
4 there is:

- 5 1) An illegal or improper use of funds;
- 6 2) A failure to comply with any term of this Agreement;
- 7 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 8 4) Improperly performed service.

9 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
10 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
11 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

12 C. Without Cause - Under circumstances other than those set forth above, this  
13 Agreement may be terminated by COUNTY upon the giving of ninety (90) days advance written notice of  
14 an intention to terminate to CONTRACTOR.

15 6. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR  
16 agrees to receive compensation as outlined in Attachment "A," Schedule "A" which is incorporated herein  
17 as to set forth in full by this reference. The hourly rates for professional services are outlined in Schedule  
18 "B." CONTRACTOR shall submit annual invoices to the County of Fresno, County Clerk/Registrar of  
19 Voters, 2221 Kern Street, Fresno, California 93721.

20 In no event shall services performed under this Agreement be in excess of Two Hundred Eighty-  
21 Four Thousand, Three Hundred Seventeen Dollars and One Cent (\$284,317.01) during the term of this  
22 Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services  
23 under this Agreement shall be borne by CONTRACTOR. CONTRACTOR shall allow a minimum term of  
24 Forty-Five (45) days for net payment after an invoice has been approved by the COUNTY.

25 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed  
26 by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR,  
27 including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and  
28 performing as an independent contractor, and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY  
2 shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall  
3 perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as  
4 to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
5 thereof.

6 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
7 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
9 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
10 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
11 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
12 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
13 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
14 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

15 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by the  
16 written consent of all the parties without, in any way, affecting the remainder.

17 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor  
18 their rights or duties under this Agreement without the prior written consent of the other party (such consent  
19 not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without  
20 the other Party's consent in the event of any successor or assign that has acquired all, or substantially all,  
21 of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any  
22 assignment or attempted assignment in violation of this Agreement shall be null and void.

23 10. LIMITATION OF LIABILITY:

24 A. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES

25 UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL,  
26 INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION  
27 IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A  
28 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER,

1 CONTRACTOR SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR  
2 FOR LOSS OR INACCURACY OR CORRUPTION OF COUNTY DATA; (B) COST OF  
3 PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF  
4 BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE  
5 SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY  
6 MATTER BEYOND CONTRACTOR' REASONABLE CONTROL, EVEN IF CONTRACTOR HAS  
7 BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8 B. LIMITATION OF LIABILITY

9 IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY  
10 FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR  
11 OTHERWISE) EXCEED THE FEES PAID BY COUNTY FOR THE CONTRACTOR PRODUCTS  
12 AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE  
13 DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT  
14 DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF  
15 NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE  
16 CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT COUNTY'S  
17 PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

18 11. INDEMNIFICATION

19 A. INDEMNIFICATION BY CONTRACTOR.

20 CONTRACTOR will defend COUNTY from and against all losses, liabilities, damages  
21 and expenses arising from any claim or suit by a third party unaffiliated with either Party to this  
22 Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards,  
23 interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable  
24 attorneys' fees and court costs), to the extent arising out of any Claims by any third party that  
25 CONTRACTOR Products and Services infringe a valid U.S. copyright or U.S. patent issued as of  
26 the date of the applicable Order or SOW or this Agreement. In the event of such a Claim, if  
27 CONTRACTOR determines that an affected Order or SOW or this Agreement is likely, or if the  
28 solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to



1 infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW,  
2 CONTRACTOR will, in its discretion: (a) replace the affected CONTRACTOR Products and  
3 Services; (b) modify the affected CONTRACTOR Products and Services to render it non-infringing;  
4 or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution  
5 and refund to COUNTY any prepaid fees for the then-remaining or unexpired portion of the Order or  
6 SOW or this Agreement term. Notwithstanding the foregoing, CONTRACTOR shall have no  
7 obligation to indemnify, defend, or hold COUNTY harmless from any Claim to the extent it is based  
8 upon: (i) a modification to any solution by COUNTY (or by anyone under COUNTY's direction or  
9 control or using logins or passwords assigned to COUNTY); (ii) a modification made by  
10 CONTRACTOR pursuant to COUNTY's required instructions or specifications or in reliance on  
11 materials or information provided by COUNTY; or (iii) COUNTY's use (or use by anyone under  
12 COUNTY's direction or control or using logins or passwords assigned to COUNTY) of any  
13 CONTRACTOR Products and Services other than in accordance with this Agreement. This Section  
14 11. A. sets forth COUNTY's sole and exclusive remedy, and CONTRACTOR's entire liability, for  
15 any Claim that the CONTRACTOR Products and Services or any other materials provided by  
16 CONTRACTOR violate or infringe upon the rights of any third party.

17 B. INDEMNIFICATION BY COUNTY

18 COUNTY shall defend, indemnify, and hold CONTRACTOR harmless from and  
19 against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) COUNTY's  
20 (or that of anyone authorized by COUNTY or using logins or passwords assigned to COUNTY) use  
21 or modification of any CONTRACTOR Products and Services; (b) any COUNTY content; or (c)  
22 COUNTY's violation of applicable law.

23 C. DEFENSE

24 With regard to any Claim subject to indemnification pursuant to this Section 11: (a) the  
25 Party seeking indemnification ("Indemnified party") shall promptly notify the indemnifying Party upon  
26 becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and  
27 control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably  
28 cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party

1 may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not  
2 settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party  
3 shall not settle or compromise any Claim in any manner that imposes any obligations upon the  
4 indemnified Party without the prior written consent of the indemnified Party.

5 12. INSURANCE

6 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third  
7 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance  
8 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or  
9 Joint Powers Agreement (JPA) throughout the term of the Agreement:

10 A. Commercial General Liability

11 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
12 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
13 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
14 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
15 liability or any other liability insurance deemed necessary because of the nature of this contract.

16 B. Automobile Liability

17 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
18 (\$1,000,000.00) per claim for bodily injury and for property damages. Coverage should include any auto  
19 used in connection with this Agreement.

20 C. Professional Liability

21 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
22 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
23 (\$1,000,000.00) per claim, Three Million Dollars (\$3,000,000.00) annual aggregate.

24 D. Worker's Compensation

25 A policy of Worker's Compensation insurance as may be required by the California Labor  
26 Code.

27 E. CONTRACTOR shall obtain endorsements to the Commercial General Liability  
28 insurance covering the County of Fresno, its officers, agents, and employees, individually and collectively,

1 as additional insured, but only insofar as the operations under this Agreement are concerned. Such  
2 coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance,  
3 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with  
4 insurance provided under CONTRACTOR's policies herein. CONTRACTOR shall provide notice to  
5 COUNTY prior to the cancellation of any of insurance policy referenced herein this Agreement.

6 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
7 employees any amounts paid by the policy of worker's compensation insurance required by this  
8 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
9 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
10 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

11 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
12 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
13 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will  
14 administer this contract), stating that such insurance coverage have been obtained and are in full force; that  
15 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
16 policies; that such Commercial General Liability insurance covers the County of Fresno, its officers, agents  
17 and employees, individually and collectively, as additional insured, but only insofar as the operations under  
18 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance  
19 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,  
20 and shall be excess only and not contributing with insurance provided under CONTRACTOR's policies  
21 herein.

22 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
23 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
24 Agreement upon the occurrence of such event.

25 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
26 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
27 FSC VII or better.

28 13. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business

1 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination  
2 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR  
3 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data  
4 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

5 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
6 the examination and audit of the Auditor General for a period of three (3) years after final payment under  
7 contract (Government Code Section 8546.7).

8 14. NOTICES: The persons and their addresses having authority to give and receive notices  
9 under this Agreement include the following:

10 COUNTY

11 COUNTY OF FRESNO  
12 County Clerk/Registrar of Voters  
2221 Kern Street  
Fresno, California 93721

CONTRACTOR

Granicus, LLC dba Granicus  
Vice President of Legal  
408 Saint Peter Street, Suite 600  
Saint Paul Minnesota 55102

13 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
14 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
15 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
16 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
17 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
18 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
19 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
20 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
21 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
22 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
23 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
24 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
25 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
26 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
27 beginning with section 810).

28 15. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall



1 only be in Fresno County, California.

2 The rights and obligations of the parties and all interpretation and performance of this Agreement  
3 shall be governed in all respects by the laws of the State of California.

4 16. DISCLOSURE OF SELF-DEALING TRANSACTIONS

5 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit  
6 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status  
7 to operate as a corporation.

8 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions  
9 that they are a party to while CONTRACTOR is providing goods or performing services under this  
10 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party  
11 and in which one or more of its directors has a material financial interest. If applicable, members of the  
12 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
13 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated  
14 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
15 transaction or immediately thereafter.

16 17. PUBLIC RECORDS ACT. If the COUNTY receives a request under the California Public  
17 Records Act (California Government Code, beginning with section 6250) (CPRA") or a similar law  
18 to disclose any document that is in CONTRACTOR's possession but which the COUNTY may  
19 review, request, or obtain from CONTRACTOR under this Agreement, then COUNTY will  
20 promptly notify CONTRACTOR and request the responsive documents that may be in the  
21 possession of CONTRACTOR. The notification shall be in writing, which may include but is not  
22 limited to email addressed to the appropriate key person or persons. Upon receiving that  
23 notification, CONTRACTOR has five business days in which to provide responsive documents,  
24 using the procedure provided in this section of the Agreement. Granicus shall promptly inform  
25 County if Granicus believes that five business days are not sufficient time in which to respond.  
26 Granicus shall Indemnify County for any award of Costs or attorneys fees under the CPRA that  
27 results from Granicus' use of the procedure provided in this section of the Agreement.

28 A. If County for any reason requests any records, data, or documents from

Granicus and Granicus believes that the responsive documents contain trade secrets, proprietary information, or other information that is subject to legal privilege or separate legally-enforceable obligation of Granicus to withhold, then Granicus may do the following:

- 1) Granicus may redact the records or data before providing them, if that is practicable, or withhold the records or data if redaction is not practicable.
- 2) If Granicus redacts or withholds any documents, it shall provide a privilege log describing what has been redacted or withheld and identifying the legal privilege or legally-enforceable obligation that is the reason for the redaction or withholding.
- 3) If Granicus requests documents because of a CPRA request and Granicus redacts or withholds any documents, Granicus shall also identify the specific provision of the CPRA (by citation to the California Government Code) which Granicus believes would authorize County to redact or withhold the documents requested.

18. **AUTHORITY TO EXECUTE AGREEMENT.** Each person signing this Agreement warrants they have the authority, as a duly authorized representative of the entity, to bind that entity to all terms and provisions of this Agreement.

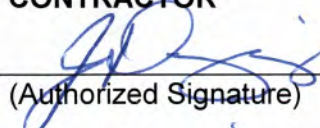
19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless expressly included in this Agreement. The parties have attached hereto as Exhibit "A" CONTRACTOR'S proposed form of agreement and schedules hereto. However, Exhibit "A" and its schedules do not control over the terms of this Agreement. In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Exhibit "A"); (2) the text of this Agreement including Schedule "B" of Exhibit "A"; (3) the text of this Agreement including Schedule "A" and Schedule "B" of Exhibit "A"; and (4) the text of this agreement and

1 Exhibit "A" inclusive of all Schedules.

2 ///

3 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
4 first hereinabove written.

5  
6 **CONTRACTOR**

7   
8 (Authorized Signature)

9 Jose Dominguez - Director,

10 Print Name & Title Records + Transparency  
Management

11 4181 Flat Rock Drive

12 Suite 300  
Riverside, CA 92505

Mailing Address

6 **COUNTY OF FRESNO**

7 

8 Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

13 **ATTEST:**

14 Bernice E. Seidel

15 Clerk of the Board of Supervisors

16 County of Fresno, State of California

17 By: Susan Bishop  
18 Deputy

19 **FOR ACCOUNTING USE ONLY:**

20 Fund:0001

21 Subclass:10000

22 ORG:28500700

23 Account:7309  
24  
25  
26  
27  
28

# **EXHIBIT A**

**Fresno County Clerk / Registrar of Voters**



**ClerkDocs Marriage™**  
**ClerkDocs Marriage™ Online**  
**CornerStone™ (Cashiering/Fee Accounting)**  
**CampaignDocs™**  
**WebPublisher™**  
**eCampaign™**  
**ClerkDocs Passport™**  
**ClerkDocs Passport™ Online**  
**ClerkDocs FBN™ Premium**  
**ClerkDocs FBN™ Premium Online**  
**CheckLog™**

**Software Maintenance and Technical Support  
Agreement**

**For the Period of  
April 15, 2019 to April 14, 2022**

**Granicus, LLC**  
**4181 Flat Rock Drive, Suite 300**  
**Riverside, CA 92505**  
**(951) 354-6104**



## **GRANICUS, LLC, SOFTWARE SUBSCRIPTION AND SUPPORT AGREEMENT**

This Exhibit B to the Agreement is between Granicus, LLC, aa Minnesota Limited Liability Company, herein referred to as GRANICUS, LLC, and County of Fresno (Clerk and Registrar of Voters), herein referred to as “Customer”.

Billing Address:      Fresno County Clerk  
                             2221 Kern Street  
                             Fresno, CA 93721

Contact:                Brandi L. Orth

Phone:                 (559) 600-3013

Contract Term:        April 15, 2019 to April 14, 2022

Contract Amount :    \$284,317.01

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Equipment Location: Fresno County, 2221 Kern Street, Fresno, CA 93721

Primary Contact:      Ravi Gill

Phone:                 (559) 600-3027

Email address:        [rsgill@fresnocountyca.gov](mailto:rsgill@fresnocountyca.gov)

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Granicus, LLC agrees to provide and the Customer agrees to accept software services on the software listed on the attached Schedule A and Schedule B for the prices indicated under the terms and conditions of this agreement.

## **1. TERM**

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## **2. DEFINITIONS**

- 2.1 “Software Product(s)” is “ClerkDocs™”, “Online Marriage”, “Online FBN”, “CornerStone™ Cashiering/Fee Accounting”, “CheckLog™”, “CampaignDocs™”, “WebPublisher™”, and “eCampaign™”, and including Products listed on page 1 of Schedule A, software manufactured by Granicus, LLC.
- 2.2 “Software” means the Granicus, LLC computer program product(s) identified as eCampaign and the modules that have been identified in the section called Scope of License (section 3.1 herein). “Software” includes Major Releases or Upgrades and/or Maintenance Releases or Updates and/or Patches or Hot Fixes that Granicus, LLC makes commercially available to customers under this Agreement (or equivalent contract accepted by Granicus, LLC) for which the applicable fee has been paid. Software also includes all related documentation, user manuals, operator instructions and other materials used in conjunction with the Software and provided by Granicus, LLC.
- 2.3 “Designated System(s)” is the authorized system on which the Customer intends to use the product.
- 2.4 “System Support Site” is the location at which one or more Designated Systems are installed.
- 2.5 “Principal System” is the Designated System on which the Software Product is installed, and must be located at the System Support Site.
- 2.6 “Service Fee” is the fee currently charged for maintenance with respect to a particular Software Product as configured for a particular Designated System. If the Software Product is specified by number of users, then the “Service Fee” for the Principal System will be for the largest number of users ordered by Customer.
- 2.7 “Updates” are all error corrections, minor extensions and other changes made by Granicus, LLC to a Software Product.
- 2.8 “Major Update” is a new version of the Software Product offering extended capabilities or enhanced performance. “Major Updates” are not covered by Software Maintenance, but available to the customer for a discounted price.
- 2.9 “Non-Update Product” is a Software Product developed and manufactured by a Third Party and distributed by Granicus, LLC will provide general operational support and service, but updates are available through the Third Party exclusively.

2.10 "Primary Contact" is the person authorized by Customer to request service from Granicus, LLC and to whom all updates will be sent on behalf of Customer. Customer will provide Granicus, LLC written notification of any change in the Primary Contact.

2.11 "Software Releases" include the following.

a) A "Patch or Hot Fix" or "Update or Rapid Improvement" may contain single or multiple bug fixes. Patches must be installed on top of a Major Release or a Maintenance Release and cannot be used independently.

b) A "Maintenance Release" or "Update Release" contains bug fixes or limited new functionality. A Maintenance Release or Update Release is designed to provide an incrementally more stable Software environment.

c) A "Major Release" or "Upgrade" is designed to provide new features or functions or to improve performance. A Major Release may also contain bug fixes and will have undergone quality assurance testing prior to release.

d) Software release designations shall follow the format X.YY.ZZZZ, where X refers to the Major Release or Upgrade Release level, YY refers to the Maintenance Release or Update Release level, and ZZZZ refers to the Patch or Hot Fix level.

2.12 "Active Filer" is an individual who has current Campaign filing obligations, including separate filings for multiple offices or ballots. The term does not include individual filers who have terminated positions and who have received the Fair Political Practices Commission's required notices.

2.13 "System User" is a user with administrative level access to the Software.

### **3. GRANT OF LICENSE AND USE; SOFTWARE DELIVERY; PAYMENT**

3.1 Scope of License. Subject to Customer's compliance with this Agreement, Granicus, LLC hereby grants to Customer a perpetual, non-exclusive, non-transferable license (without rights to sublicense or to use in a service bureau environment), to use the Software as designed, including user documentation which are delivered to Customer by Granicus, LLC under this Agreement for Customer's internal business purposes only. License to Patches, Maintenance Releases and/or Update Releases and subsequent Major or Upgrade Releases to such computer program product(s) requires an active Annual Maintenance and Technical Support Agreement, as provided for in Schedules A and B with this Exhibit B. Customer shall not copy (other than for archival purposes), modify, transfer to another entity, or use the Software in whole or in part, except as expressly provided for in this Agreement or authorized in the applicable purchase order or proof of license purchase. Software may not be exported, rented, leased, or used to process the data of others.

The Software Module included in the Scope of this License is the eCampaign system module and includes the following: The modules that have already been purchased by the County and are supported by Granicus, LLC which include ClerkDocs™, Online Apps, Marriage™ Online, FBN™ Premium Online, Passport™ Online, Cornerstone™ (Cashiering/Fee Accounting), CheckLog™, CampaignDocs™, and WebPublisher™.

3.2 Delivery and Installation. The Software and User Guides will be provided by Granicus, LLC electronically via FTP.

3.3 Software License Fee. Customer has previously paid the one time license fee for the Software Module included in the Scope of License listed in section 3.1 herein ("Software Module") and no further license fee shall be charged Customer for the Software Module. Customer's previously paid one time license fee for the Software Module includes the initial Configuration, Data Import, Training and Roll Out. In order to receive Software Updates to the Software Module in section 3.1 and Maintenance and Support for the Software Updates Customer needs to maintain the Annual Maintenance and Technical Support Agreement (Schedule A and Schedule B). The Annual Maintenance and Technical Support Fee as provided in Schedule A and Schedule B is fixed for the first 5 years.

In addition, if additional modules to those listed in section 3.1 herein are needed, the Customer shall contact Granicus, LLC to upgrade the Software License. The upgrade fee for additional modules will be prorated based on which modules are being added. Granicus, LLC has the right to utilize an electronic monitoring tool to report the number of CampaignDocs / eCampaign filers in your organization's system at any given time.

#### **4. GRANICUS RESPONSIBILITIES**

4.1 Granicus, LLC will provide telephone and remedial diagnostics and support during Granicus, LLC normal working hours so that each Software Product listed on Schedule A will operate on a Designated System(s) in all material respects as described in the then current user documentation for such product. Diagnostic maintenance for the System Support Site will include action to verify the problem's existence and to determine conditions under which such problems may re-occur. This shall include problem isolation to hardware or Granicus, LLC software. After such verification and determination, that a Granicus, LLC software problem exists, Granicus, LLC will, at its option and expense, provide one of the following:

4.1.1 An immediate patch for the problem;

4.1.2 A temporary bypass or work around for the problem;

4.1.3 A statement that the problem will be corrected in the next update release;

4.1.4 A statement that the problem will be reported to the Third Party of the Non-Update Product;

4.1.5 A statement that more information about the problem is required;

4.1.6 A statement that the Software Product operates substantially as described in its current user documentation or that the problem arises when such product is used in a manner not intended for such product design.

4.2 Granicus, LLC will provide telephone support for up to twenty four (24) hours per a twelve month period (calculated as two hours per month for the term of the agreement; but the 24 hours may be used at any time within the 12 month period). As part of this 24 hours per twelve month telephone support, Granicus, LLC will provide general consulting services,



which include general support for standard operations and application support. Granicus, LLC will bill Customer at the then current rates for support in excess of twenty four hours per year at the scheduled rates for technical support. Telephone support is measured in 30-minute increments of time

- 4.3 Granicus, LLC will periodically deliver one (1) copy of the updates for each Software Product to the Primary Contact for the Designated System(s) as these updates are provided by Granicus, LLC. This service is not available for Non-Update Products.
- 4.4 Under this Agreement, Granicus, LLC is unable to provide updates on specific Third Party package software (e.g. Microsoft products: Windows Operating System, Word, SQL, etc.). It is the end-user's responsibility to register all Third Party products with the appropriate vendor.
- 4.5 Granicus, LLC will periodically deliver one (1) copy of the update notices for the Software Products when received from Third Party to the Primary Contact for the Designated System(s).
- 4.6 Granicus, LLC will continue to provide support for the previous revision of a Software Product for a period of 180 days following release of a Software Product Update.
- 4.7 Granicus, LLC will ship software updates, documentation and general support material using standard surface priority or through use of electronic delivery using e-mail or file transfer protocol (FTP).

## **5. SERVICE LIMITATION**

- 5.1 In no event will Granicus, LLC be liable for any loss of profits or any special, indirect or consequential damages in connection with providing or failing to provide the services described herein.

## **6. CUSTOMER RESPONSIBILITIES**

- 6.1 Customer shall be licensed for all Software Products for which support services are requested.
- 6.2 Customer shall load and test new revisions of the Software Product within two (2) weeks of their release date.
- 6.3 Customer shall maintain a remote dial-in support capability as specified by Granicus, LLC and not limit or otherwise restrict Granicus, LLC access to the system or information pertaining to the reported problem. All such information derived by Granicus, LLC shall be kept in strict confidence.
- 6.4 Customer shall perform reasonable software/hardware tests upon request from the Granicus, LLC Customer Support Center personnel.

- 6.5 Customer shall agree to automatic amendment to attached Schedule A to reflect shipment of Software Products not previously shipped to Customer and additional copies of Software Products for use on Designated System(s).
- 6.6 Customer agrees to implement each patch, bypass or work around update or other solution to such problem provided by Granicus, LLC in a timely manner. Failure to do so releases Granicus, LLC from any obligation to further support the software.
- 6.7 Customer agrees to return upon request and at Customer's expense, any loaned media or equipment.
- 6.8 Customer is responsible for acquiring and maintaining current release levels of Non-Update Products as recommended by Granicus, LLC.

## **7. CHARGES**

- 7.1 Annual Agreement charges provided in Schedule A, and if applicable, Schedule B, will be invoiced in advance of service period and are due and payable as specified in the terms of the invoice.
- 7.2 Granicus, LLC may change the software charges and professional services rates after the initial one (1) year Agreement period upon Customer's written agreement and providing a ninety (90) day written notification. The new charges will not exceed the then current published Granicus, LLC prices for software support on the effective date.
- 7.3 Charges include form changes each year as identified in Schedule A.
- 7.4 Charges for software added to this Agreement will be at the current published prices at the time the software is added.
- 7.6 Granicus, LLC may, at its sole option, immediately terminate or temporarily suspend all of its responsibilities stated in this Agreement in the event Customer is delinquent in the payment of any invoice from Granicus, LLC for a period in excess of forty-five (45) days.
- 7.7 Granicus, LLC acknowledges that Customer is a public agency and any changes to the charges and/or fees due Granicus, LLC under this Agreement may require the approval of Customer's governing body.

## **8. TERMINATION**

- 8.1 In the event of a material breach of Granicus, LLC License Agreements by Licensee not cured within thirty (30) days after notice thereof, Granicus, LLC shall have the right to terminate the License Agreement, the license therein granted and/or this (or any subsequently adopted) software subscription and maintenance agreement. Upon termination or cancellation of the License Agreement, Licensee shall forthwith return to Granicus, LLC all existing copies of the Software, accompanied by a certification by an officer of Licensee that the items so returned constitute all the existing copies or counterparts (whole or partial), of the Software and that Licensee has not retained or disposed of any copies or counterparts

thereof. In the event of a material breach of this Software Subscription and Maintenance Agreement by Customer, not cured within thirty (30) days after notice thereof, Granicus, LLC shall have the right to terminate this Agreement.

## **9. GENERAL**

- 9.1 If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 9.2 Granicus, LLC shall retain the right to publish problems, questions, resolutions and responses.
- 9.3 Failure to make payment of any invoices past due more than forty-five (45) days shall constitute default. Failure to perform an obligation or covenant under this Agreement shall constitute default. Upon default, Granicus, LLC at its sole discretion may terminate this Agreement by written notification to Customer.
- 9.4 It is expressly understood that if either party on any occasion fails to perform any term of this Agreement and the other party does not force that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- 9.5 Customer shall not assign the Agreement without prior written approval of Granicus, LLC.
- 9.6 This Agreement shall be governed by the laws of the State of California.
- 9.7 Granicus, LLC may release new features for their software, the fees and licenses for which are included in the Software Maintenance and Technical Support Agreement (Schedule A and Schedule B).
- 9.8 Granicus, LLC may obtain feedback and other collaborative input (collectively “Input”) from Customer’s personnel during the development and implementation of the Granicus, LLC products and services under this Agreement. Customer acknowledges that such Input may be incorporated into the applicable products and services developed by Granicus, LLC and provided to Customer under this Agreement and Customer hereby assigns to Granicus, LLC all rights, title and interest in and to all Input provided to Granicus, LLC.

## **10. FORCE MAJEURE**

- 10.1 Except with respect to Customer’s obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, Acts of God or the Public Enemy, inability to secure raw materials or transportation failures, acts of omissions of carriers or suppliers or other causes beyond the control whether or not similar to the foregoing.

## **11. ACCEPTANCE**

11.1 Signing of the Agreement constitutes acceptance of each provision of this Granicus, LLC Software Subscription and Support Agreement.



***Schedule A***

**GRANICUS, LLC,  
SOFTWARE SUBSCRIPTION AND SUPPORT AGREEMENT**

**Coverage**

**The following software is covered by this agreement:**

**Products:** ClerkDocs Marriage™  
ClerkDocs Marriage™ Online  
CornerStone™ (Cashiering/Fee Accounting)  
CampaignDocs™  
WebPublisher™  
eCampaign™  
ClerkDocs Passport™  
ClerkDocs Passport™ Online  
ClerkDocs FBN™ Premium  
ClerkDocs FBN™ Premium Online  
CheckLog™

**Services:** Installation, maintenance and support, including form updates and specialized services.

**Location:** Fresno County/ County Clerk and Registrar of Voters Office

**Annual costs for software, maintenance and support provided to County will be as follows:**

**April 15, 2019 to April 14, 2020**

<b>Product</b>	<b>Software Maintenance (Taxable)</b>	<b>Tech Support</b>	<b>Sub Total</b>	<b>Taxes</b>	<b>Total</b>
ClerkDocs Marriage™	\$4,129.65	\$6,194.48	\$10,324.13	\$0.00	\$10,324.13
ClerkDocs Marriage™ Online	\$1,307.73	\$1,961.08	\$3,268.81	\$0.00	\$3,268.81
Cornerstone™ (Cashiering/Fee Accounting) includes CheckLog™	\$4,301.71	\$6,452.59	\$10,754.30	\$0.00	\$10,754.30
CampaignDocs™	\$1,479.81	\$2,219.68	\$3,699.49	\$0.00	\$3,699.49

WebPublisher™	\$929.15	\$1,393.77	\$2,322.92	\$0.00	\$2,322.92
eCampaign™	\$1,685.43	\$1,685.43	\$3,370.86	\$0.00	\$3,370.86
ClerkDocs Passport™	\$0.00	\$2,124.00	\$2,124.00	\$0.00	\$2,124.00
ClerkDocs Passport™ Online	\$0.00	\$1,215.00	\$1,215.00	\$0.00	\$1,215.00
ClerkDocs FBN™ Premium	\$0.00	\$2,655.00	\$2,655.00	\$0.00	\$2,655.00
ClerkDocs FBN™ Premium Online	\$0.00	\$2,430.00	\$2,430.00	\$0.00	\$2,430.00
<b>Totals</b>	<b>\$13,833.48</b>	<b>\$28,331.03</b>	<b>\$42,164.51</b>	<b>\$0.00</b>	<b>\$42,164.51</b>

**April 15, 2020 to April 14, 2021**

<b>Product</b>	<b>Software Maintenance (Taxable)</b>	<b>Tech Support</b>	<b>Sub Total</b>	<b>Taxes</b>	<b>Total</b>
ClerkDocs Marriage™	\$4,129.65	\$6,194.48	\$10,324.13	\$0.00	\$10,324.13
ClerkDocs Marriage™ Online	\$1,307.73	\$1,961.08	\$3,268.81	\$0.00	\$3,268.81
Cornerstone™ (Cashiering/Fee Accounting) CheckLog™	\$4,301.71	\$6,452.59	\$10,754.30	\$0.00	\$10,754.30
CampaignDocs™	\$1,479.81	\$2,219.68	\$3,699.49	\$0.00	\$3,699.49
WebPublisher™	\$929.15	\$1,393.77	\$2,322.92	\$0.00	\$2,322.92
eCampaign™	\$1,769.70	\$1,769.70	\$3,539.40	0.00	\$3,539.40
ClerkDocs Passport™	\$0.00	\$2,124.00	\$2,124.00	\$0.00	\$2,124.00
ClerkDocs Passport™ Online	\$0.00	\$1,215.00	\$1,215.00	\$0.00	\$1,215.00
ClerkDocs FBN™ Premium	\$0.00	\$2,655.00	\$2,655.00	\$0.00	\$2,655.00
ClerkDocs FBN™ Premium Online	\$0.00	\$2,430.00	\$2,430.00	\$0.00	\$2,430.00
<b>Totals</b>	<b>\$13,917.75</b>	<b>\$28,415.30</b>	<b>\$42,333.05</b>	<b>\$0.00</b>	<b>\$42,333.05</b>

**April 15, 2021 to April 14, 2022**

<b>Product</b>	<b>Software Maintenance (Taxable)</b>	<b>Tech Support</b>	<b>Sub Total</b>	<b>Taxes</b>	<b>Total</b>
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ClerkDocs Marriage™	\$4,129.65	\$6,194.48	\$10,324.13	\$0.00	\$10,324.13
ClerkDocs Marriage™ Online	\$1,307.73	\$1,961.08	\$3,268.81	\$0.00	\$3,268.81
Cornerstone™ (Cashiering/Fee Accounting) CheckLog™	\$4,301.71	\$6,452.59	\$10,754.30	\$0.00	\$10,754.30
CampaignDocs™	\$1,479.81	\$2,219.68	\$3,699.49	\$0.00	\$3,699.49
WebPublisher™	\$929.15	\$1,393.77	\$2,322.92	\$0.00	\$2,322.92
eCampaign™	\$1,853.97	\$1,853.97	\$3,707.94	\$0.00	\$3,707.94
ClerkDocs Passport™	\$0.00	\$2,124.00	\$2,124.00	\$0.00	\$2,124.00
ClerkDocs Passport™ Online	\$0.00	\$1,215.00	\$1,215.00	\$0.00	\$1,215.00
ClerkDocs FBN™ Premium	\$0.00	\$2,655.00	\$2,655.00	\$0.00	\$2,655.00
ClerkDocs FBN™ Premium Online	\$0.00	\$2,430.00	\$2,430.00	\$0.00	\$2,430.00
<b>Totals</b>	<b>\$14,002.02</b>	<b>\$28,449.57</b>	<b>\$42,501.59</b>	<b>\$0.00</b>	<b>\$42,501.59</b>

**April 15, 2022 to April 14, 2023 Optional Renewal**

<b>Product</b>	<b>Software Maintenance (Taxable)</b>	<b>Tech Support</b>	<b>Sub Total</b>	<b>Taxes</b>	<b>Total</b>
ClerkDocs Marriage™	\$4,336.13	\$6,194.48	\$10,530.61	\$0.00	\$10,530.61
ClerkDocs Marriage™ Online	\$1,373.12	\$1,961.08	\$3,334.20	\$0.00	\$3,334.20
Cornerstone™ (Cashiering/Fee Accounting) CheckLog™	\$4,516.80	\$6,452.59	\$10,969.39	\$0.00	\$10,969.39
CampaignDocs™	\$1,553.80	\$2,219.68	\$3,773.48	\$0.00	\$3,773.48
WebPublisher™	\$975.61	\$1,393.77	\$2,369.38	\$0.00	\$2,369.38
eCampaign™	\$1,938.24	\$1,938.24	\$3,876.48	\$0.00	\$3,876.48
ClerkDocs Passport™	\$0.00	\$2,124.00	\$2,124.00	\$0.00	\$2,124.00
ClerkDocs Passport™ Online	\$0.00	\$1,215.00	\$1,215.00	\$0.00	\$1,215.00

ClerkDocs FBN™ Premium	\$0.00	\$2,655.00	\$2,655.00	\$0.00	\$2,655.00
ClerkDocs FBN™ Premium Online	\$0.00	\$2,430.00	\$2,430.00	\$0.00	\$2,430.00
<b>Totals</b>	<b>\$14,693.70</b>	<b>\$28,583.84</b>	<b>\$43,277.54</b>	<b>\$0.00</b>	<b>\$43,277.54</b>

#### April 15, 2023 to April 14, 2024 Optional Renewal

<b>Product</b>	<b>Software Maintenance (Taxable)</b>	<b>Tech Support</b>	<b>Sub Total</b>	<b>Taxes</b>	<b>Total</b>
ClerkDocs Marriage™	\$4,552.94	\$6,194.48	\$10,747.42	\$0.00	\$10,747.42
ClerkDocs Marriage™ Online	\$1,441.78	\$1,961.08	\$3,402.86	\$0.00	\$3,402.86
Cornerstone™ (Cashiering/Fee Accounting) CheckLog™	\$4,742.64	\$6,452.59	\$11,195.23	\$0.00	\$11,195.23
CampaignDocs™	\$1,631.49	\$2,219.68	\$3,851.17	\$0.00	\$3,851.17
WebPublisher™	\$1,024.39	\$1,393.77	\$2,418.16	\$0.00	\$2,418.16
eCampaign™	\$1,938.24	\$1,938.24	\$3,876.48	\$0.00	\$3,876.48
ClerkDocs Passport™	\$0.00	\$2,124.00	\$2,124.00	\$0.00	\$2,124.00
ClerkDocs Passport™ Online	\$0.00	\$1,215.00	\$1,215.00	\$0.00	\$1,215.00
ClerkDocs FBN™ Premium	\$0.00	\$2,655.00	\$2,655.00	\$0.00	\$2,655.00
ClerkDocs FBN™ Premium Online	\$0.00	\$2,430.00	\$2,430.00	\$0.00	\$2,430.00
<b>Totals</b>	<b>\$15,331.48</b>	<b>\$28,583.84</b>	<b>\$43,915.32</b>	<b>\$0.00</b>	<b>\$43,915.32</b>

\*Granicus, LLC will provide unlimited form changes beginning on April 15, 2019 through April 14, 2022, not to exceed \$9,025.00 per year. Granicus shall bill county on a fee for service basis for each change.

\*\*Granicus, LLC will provide specialized services (i.e. reports, website updates, etc.) at the request of the County Clerk from the period of April 15, 2019 through April 14, 2022. Granicus, LLC shall bill County on a fee-for-service basis for specialized services. Total costs for specialized services shall not exceed \$5,000 per year.

#### License Scope:

The software listed above licensed for use by County of Fresno Clerk and Registrar of Voters at Your Address is limited to one (1) server database license, and unlimited workstations.



**Customer Service Contact.**

Granicus, LLC Customer Service can be reached by calling your designated Technical Account Manager (Grant Gyulnazaryan) at (951) 354-6104, by e-mail to [support@southtechsystems.com](mailto:support@southtechsystems.com) or by calling the main office at (951) 354-6104

## ***Schedule B***

### *Professional Service Rates*

*Granicus, LLC,  
Hourly Rates as of January 1, 2019*

	<i>Standard</i>	<i>Discounted*</i>
Position Title		
Principal	\$225.00	\$202.50
Project Manager	\$200.00	\$180.00
Senior Programmer/Analyst	\$175.00	\$157.50
Programmer/Analyst	\$150.00	\$135.00
Trainer/Technical Support	\$125.00	\$112.50
* Customers with a Granicus, LLC software maintenance agreement qualify for a 10% discounted labor rates when purchasing professional services for design, programming and implementation of new system features and functionalities.		
Fixed price proposals using the discounted rates can be provided based on a written work request with a detailed scope of work.		

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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:

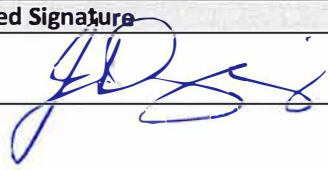
*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>	N/A	<b>Date:</b>	N/A
<b>Job Title:</b>	N/A		
<b>(2) Company/Agency Name and Address:</b>			
N/A			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
N/A			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
N/A			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	April 5, 2019