

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GRANICUS, LLC**

This Agreement is entered into this 29<sup>th</sup> day of June 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Granicus, LLC, a Minnesota limited liability company, hereinafter called "Contractor or Granicus."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas it is necessary and desirable that Contractor be retained for the purpose of ACRE Clerk-Recorder systems upgrade.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed two hundred and fifty-five thousand USD (\$255,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement and as set forth in Exhibit A.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 29, 2021, through June 28, 2022.

## **5. Termination**

This Agreement may be terminated by Contractor or by the San Mateo County's Assessor-County Clerk-Recorder and Chief Elections Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have thirty (30) days after receipt of such notice to respond and cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor specifically and exclusively for County under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**Data Sources.** Data uploaded into Contractor's Products and Services must be brought in from County sources (interactions with end users and opt-in contact lists). County cannot upload purchased contact information into Contractor's Products and Services without Contractor's written permission and professional services support for list cleansing. Contractor certifies that it will not sell, retain, use, or disclose any personal information provided by County for any purpose other than the specific purpose of performing the services outlined within this Agreement. **Passwords.** Passwords are not transferable to any third party. County is responsible for keeping all passwords secure and all use of the Contractor's Products and Services accessed through County's passwords.

**Content.** County can only use Contractor's Products and Services to share content that is created by and owned by County and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Contractor's subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to County, can be removed or limited by Contractor.

**Disclaimers.** Any text, data, graphics, or any other material displayed or published on County's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Contractor is not responsible for content migrated by County or any third party.

**Advertising.** Contractor Products and Services shall not be used to promote products or services available for sale through County or any third party unless approved in writing, in advance, by Contractor. Contractor reserves the right to request and review the details of any agreement between County and a third party that compensates County for the right to have information included in Content distributed or made available through Contractor Products and Services prior to approving the presence of Advertising within Contractor Products and Services.

**Restrictions.** County shall not:

Misuse any Contractor resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Contractor clients;

County must not use the Contractor's Products and Services in a manner in which system or network resources are unreasonably denied to other Contractor's clients;

County must not use the Services as a door or signpost to another server.

Access or use any portion of Contractor's Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

Disassemble, decompile, or otherwise reverse engineer all or any portion of the Contractor's Products and Services;

Use the Contractor's Products and Services for any unlawful purposes;

Export or allow access to the Contractor's Products and Services in violation of U.S. laws or regulations;

Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Contractor's Products and Services, or any portion thereof, for third party use; or

Modify, adapt, or use the Contractor's Products and Services to develop any software application intended for resale which uses the Contractor's Products and Services in whole or in part.

**County Feedback.** County assigns to Contractor any suggestion, enhancement, request, recommendation, correction or other feedback provided by County relating to the use of the Contractor's Products and Services. Contractor may use such submissions as it deems appropriate in its sole discretion.

**Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Contractor and/or its licensors reserve all right, title and interest in the Contractor's Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to County. The Contractor's name, the Contractor logo, and the product names associated with the services are trademarks of Contractor or its suppliers, and no right or license is granted to use them.

## **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting solely and exclusively from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **b. Intellectual Property Indemnification**

Contractor will defend, indemnify and hold County harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Contractor Products as delivered to County and when used in accordance with this Agreement and the applicable statement of work or order infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable order or statement of work (a "Claim").

Contractor will have control of the defense and reserves the right to settle any Claim. County must notify Contractor promptly of any Claim and provide reasonable cooperation to Contractor, upon Contractor's request and at Contractor's cost, to defend such Claim. Contractor will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. County may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

If the Contractor Products are subject to a claim of infringement or misappropriation, or if the Contractor reasonably believes the Contractor Products may be subject to such a Claim, the Contractor reserves the right to: (i) replace the affected Contractor Products with non-infringing functional equivalents; (ii) modify the affected Contractor Products to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Contractor Product and refund to County any prepaid fees for the then-remaining or unexpired portion of the Order or SOW Term. County reserves the right to terminate the Contract if unsatisfied with the non-infringing functional equivalent replacement provided by Contractor.

Contractor will have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) a modification to the Contractor Product by County (or by anyone under County's direction or control or using logins or passwords assigned to County); (ii) a modification made by Contractor pursuant to County's required instructions or specifications or in reliance on materials or information provided by County; (iii) combination with the Contractor Products with non-Contractor software or data; or (iv) County's use (or use by anyone under County's direction or control or using logins or passwords assigned to County) of any Contractor Products other than in accordance with this Agreement. This section 8 sets forth County's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Contractor Products or any other materials provided by Contractor violate or infringe upon the rights of any third party.

### **9. Limitation of Liability**

**EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, AND EXCEPT AS PROVIDED UNDER THE INTELLECTUAL PROPERTY INDEMNIFICATION UNDER NO CIRCUMSTANCES WILL GRANICUS BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**LIMITATION OF LIABILITY.** EACH PARTY'S TOTAL LIABILITY, IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY ORDER OR SOW HERETO, WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE FEES PAID BY COUNTY FOR THE CONTRACTOR PRODUCTS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

**10. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**11. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from

Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be included as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

## **12. Compliance With Laws**

Contractor pursuant to this Agreement shall use best efforts to cause all services to be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **13. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of

any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that to the best of its knowledge no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or



- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**14. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**15. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**16. Merger Clause; Amendments**



This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**17. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Mark Church, San Mateo County Assessor-County Clerk-Recorder  
Address: 555 County Center 3<sup>rd</sup> floor, Redwood City, CA 94063  
Telephone: (650) 363-4988  
Facsimile: (650) 780-9952  
Email: [mchurch@smcacre.org](mailto:mchurch@smcacre.org)

In the case of Contractor, to:

Name/Title: Contracts  
Address: 408 St. Peter Street, Suite 600, Saint Paul, MN 55102  
Telephone: (651) 757-4154

Email: [contracts@granicus.com](mailto:contracts@granicus.com)

**19. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*



In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Granicus**

*Kelly Oliver*  
Kelly Oliver (Jun 1, 2021 15:00 EDT)  
\_\_\_\_\_  
Contractor Signature

Jun 1, 2021  
\_\_\_\_\_  
Date

Kelly Oliver - VP of Contracts  
\_\_\_\_\_  
Contractor Name (please print)



COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services to the San Mateo County Assessor County Clerk-Recorder and Elections Department (ACRE):

### **1. Scope of Work**

Granicus will upgrade the San Mateo County Clerk-Recorder Clerk and Recorder software with the latest version of Granicus's govRecords Land, Vitals and Clerk software. The upgrade modules include CornerStone.NET Server, VitalDocs.NET, ClerkDocs.NET, LandDocs.NET, Summit Examiner and associated online public facing modules. The online public facing modules offer multilingual capabilities, currently in English, Spanish and Chinese. The proposed upgrade costs include licensing and all necessary professional services.

#### **Benefits**

The new version upgrades for CornerStone.NET, VitalDocs.NET and ClerkDocs.NET are designed using the latest security protocols such as TCP/IP and SOA. The new upgrades extensively use the SOA Architecture and interface with govRecords services. The stability of the software and the new development platform is the latest technology published by Microsoft. The software is developed using Microsoft Development Studio and .NET C## including many new features designed to benefit the Clerk and Recorder's department. The user interface is completely redesigned to have the look and feel of LandDocs.NET. The CornerStone .NET Server upgrade includes numerous enhancements in the back-office accounting module which have addressed many accounting and reporting requests. These upgrades represent many years of work with clients to customize the functionality.

Any modifications/customizations outside of the upgrade scope will require Granicus management preapproval before engaging in any work and will be priced separately using the published hourly rates.

#### **Overview**

The CornerStone .NET Server Cashiering System has been completely rewritten using the latest .NET technology platform allowing all Clerk and Recorder transactions to be cashiered, recorded and processed. The front-end GUI menus, menu bars and screens have been improved to accommodate the new .NET Server component on the backend. Although there are numerous GUI changes, the overall theme of the cashiering system is retained and familiar, allowing staff to be easily trained. The cashiering back office component includes a new financial reporting module utilizing a comprehensive built in report writer, and allows for accounting staff to perform voids, adjustments, refunds, invoice creation/processing, paying invoices, paying escrow/draw down accounts, and adjustment of payments and transactions. The database and the server component have been redesigned to audit every portion of a transaction by assigning a unique identifier. This redesign provides an internal audit trail of new transactions, voided transactions, adjusted transactions and/or payments. Invoices will be recreated showing an audit trail of changes made to a previously published invoice.

The CornerStone .NET Server Cashiering System, ClerkDocs.NET, VitalDocs.NET and Summit Examiner Cashiering System API will be updated concurrently. These modules interact and "handshake" cashier data throughout all the modules.

The VitalDocs.NET Vital records Order Processing and Filing System has been completely rewritten using the latest .NET technology and provides the following high-level features: scanning, quality control, indexing, data import via AVSS, EDRS & EBRS, image cleanup, manual redaction module, bank note management and a reporting module using a comprehensive, built in report writer and rejection letter interface. The Vitals System further allows the clerk to search and retrieve Birth, Death, Public and Confidential Marriages, and print informational and certified copies on bank note paper. The order processing module keeps track of order applications. Applications can be retrieved by querying customer info or by querying Vital data and viewing all customers who have ordered the specific vital record. Additionally, the Vitals System includes a web-based module for completing applications and requesting copies of Birth, Death and/or Marriage certificates. Optional web-based eGovernment Lookup module for other county departments to lookup Birth, Death and/or Marriage certificates.

The ClerkDocs.NET System will provide the ability to search and issue Marriage Licenses, FBN Statements, Clerk Registrations for Process Server, Legal Document Assistants, Unlawful Detainer Assistants, Professional Photocopiers, Power of Attorney, Roster of Public Agencies, Oath of Office, Notary Public, and Environmental Filings. ClerkDocs.NET includes a reporting module using a comprehensive built-in report writer, and a rejection letter interface. All the ClerkDocs.NET System modules have been completely rewritten using the latest .NET technology. The Clerk System also includes optional web modules for the Marriage License application, Fictitious Business Name searches and filings, as well as Professional filings such as Notary Public, Professional Photocopier, Process Server, Unlawful Detainer, Legal Document Assistant and an Environmental Impact Reporting posting and searching module.

The LandDocs.NET and Summit Examiner update will provide additional functionality, product performance improvements in addition to ACRE current functionality. Most importantly, it is compatible and integrated with the proposed CornerStone .NET Server upgrade.

The govRecords Land, Vitals and Clerk modules are fully integrated. Their built-in cashiering front end is seamlessly integrated with the CornerStone .NET Server module. It is required that all 4 major components be installed concurrently.

Granicus will perform all the necessary tasks for the implementation of the upgrade modules. Major tasks include gap analysis, produce final implementation upgrade project plan, module configuration, data mapping and data conversion, conversion verification, installation, testing, training and go live support. A sample implementation upgrade project plan is provided below. Once a contract is executed, Granicus will host a kickoff meeting to introduce the team and provide an estimated project start date. During the first phase, the Granicus project manager will kick off the project, schedule the gap analysis and requirements gathering. Results of the gap analysis (Project Plan step: Start Business Process Analysis, create GAP document for GAP system development) dictate the remaining timeline. The project will be kicked off using the standard Implementation Upgrade Project Plan. Once the Gap Analysis is completed and documented, the project plan will be modified to accommodate findings and specifically include steps/tasks start and end dates that are needed in order to perform ACRE complete upgrade implementation. Granicus' vast experience with County Clerk-Recorder's in California ensures a smooth transition, led by a knowledgeable team.

## Project Schedule

Granicus employs a structured method for implementing upgrades to existing customer installs. This methodology ensures a technically superior and cost-effective implementation solution for any size project. Early project analysis and planning results in careful definition of the right number and type of resources needed together with early risk assessment and improvement strategies.

Below is a standard **implementation plan** for upgrades, listing tasks and owner only.

***Please note that based on San Mateo Clerk Recorder's current use of all modules to be upgraded, the project implementation plan below may be modified to accommodate an expedited schedule with fewer tasks to complete the upgrades depending on the outcome of the GAP Analysis.***

*(See next page)*

Task	Owner
<b>Project Details</b>	
Sample Project Plan	
<b>Project Team</b>	
Granicus Project Manager	
Granicus Implementation Team	
Granicus Support Team	
Granicus Developer Team	
County Management	
County Staff	
County IT	
<b>Project Schedule</b>	
Project Start Date	County Management, STS Project Manager
<b>Project Kick Off</b>	Granicus Project Manager, County Management, County IT
Schedule the Kick off meeting	Granicus Project Manager
Create a list of key personnel that need to be attending the initial kick off meeting from both parties	Granicus Project Manager
Schedule the meeting date	Granicus Project Manager
Will the Project Kickoff meeting be In person or a conference call?	Granicus Project Manager
Send out a calendar invite to all the attendees including a meeting agenda for all to prepare for the meeting	Granicus Project Manager
Perform the Kick off meeting ( In Person / Call ) to discuss the following	Granicus Project Manager, County Management, County IT
Identify all resources involved with the project	Granicus Project Manager, County Management, County IT
Who will be involved from the County Management?	Granicus Project Manager, County Management, County IT
Who is Involved from the County IT Department?	Granicus Project Manager, County Management, County IT
Who will be involved In Data Gathering Discussions for the County Clerk /Recorder Functions?	Granicus Project Manager, County Management, County IT
Who will be involved In Data Gathering Discussions for Accounting / Fee Distribution Functions?	Granicus Project Manager, County Management, County IT
Who will be involved from the Granicus Management team?	Granicus Project Manager, County Management, County IT
Who will be involved from the Granicus Implementation team?	Granicus Project Manager, County Management, County IT
Identify the main milestones of the project and create timelines	Granicus Project Manager, County Management, County IT
Start Business Process Analysis, create GAP document for GAP system development	Granicus Project Manager, County Management, County IT
Software Readiness	Granicus Project Manager, County Management, County IT
Data Conversion	Granicus Project Manager, County Management, County IT
Refresher training of new User Interface	Granicus Project Manager, County Management, County IT
Parallel System Testing	Granicus Project Manager, County Management, County IT



Preparation for System Go-Live	Granicus Project Manager, County Management, County IT
System Go-Live	Granicus Project Manager, County Management, County IT
Post Go-Live System Support	Granicus Project Manager, County Management, County IT
Review Purchase Contract	Granicus Project Manager, County Management, County IT
Review list of Applications purchased	Granicus Project Manager, County Management, County IT
Review list of Modules purchased	Granicus Project Manager, County Management, County IT
Review Milestones and deliverables	Granicus Project Manager, County Management, County IT
Discuss Invoice Billing Process/Payment Schedule	Granicus Project Manager, County Management, County IT
Discuss Payment Approval Process	Granicus Project Manager, County Management, County IT
<b>Network and Hardware Readiness</b>	<b>Granicus Implementation Team, County IT</b>
Accounts and Tools	Granicus Implementation Team, County IT
Create a temporary System Admin account for Granicus Team	County IT
Setup a VPN connection(s) for Granicus team	County IT
Environment Analysis	Granicus Implementation Team, County IT
Review Granicus Application Network requirements	Granicus Implementation Team, County IT
Review Granicus Application Server requirements	Granicus Implementation Team, County IT
Review Granicus Workstation requirements	Granicus Implementation Team, County IT
Review Granicus Application Software requirements	Granicus Implementation Team, County IT
Review Granicus Application Hardware Requirements	Granicus Implementation Team, County IT
Review servers, workstations and peripherals	Granicus Implementation Team, County IT
Create a list of equipment and/or software that is needed for the new Granicus application environment	Granicus Implementation Team, County IT
Purchase all the new equipment or software that is needed for the new Granicus application environment	Granicus Implementation Team, County IT
Environment Setup	County IT
Test Environment	County IT
Network Setup & Configuration	County IT
SQL Server	County IT
App Server	County IT
Web Server	County IT
Kiosk Workstations	County IT
Clerk Workstations	County IT
Map applicable drives	County IT
Equipment Setup & Configuration	County IT
Printers	County IT
Scanners	County IT
Receipt Printers	County IT
Label Printers	County IT
Barcode Scanners	County IT
ePads	County IT

ID Card Printers	County IT
Test all the equipment	County IT
Production Environment	County IT
Review Setup & Configuration	County IT
SQL Server	County IT
App Server	County IT
Web Server	County IT
Kiosk Workstations	County IT
Clerk Workstations	County IT
Map applicable drives	County IT
Review Equipment Setup & Configuration	County IT
Printers	County IT
Scanners	County IT
Receipt Printers	County IT
Label Printers	County IT
Barcode Scanners	County IT
ePads	County IT
ID Card Printers	County IT
Test all the equipment	County IT
<b>Data Gathering</b>	<b>Granicus Implementation Team, County Staff, County Management, County IT</b>
Discuss and Review the govRecords Land, Vitals and Clerk Gap Document	Granicus Implementation Team, County Staff, County Management, County IT
ComeStone Data Collected	Granicus Implementation Team, County Staff, County Management, County IT
LandDocs Data Collected	Granicus Implementation Team, County Staff, County Management, County IT
Summit Data Collected	Granicus Implementation Team, County Staff, County Management, County IT
ClerkDocs Data Collected	Granicus Implementation Team, County Staff, County Management, County IT
VitalDocs Data Collected	Granicus Implementation Team, County Staff, County Management, County IT
Current Data Availability / Integrity Discussed	Granicus Implementation Team, County Staff, County Management, County IT
Online and Kiosk Applications Data Collected	Granicus Implementation Team, County Staff, County Management, County IT
<b>GAP Analysis and Development</b>	<b>County Staff, Granicus Implementation Team, County Staff, County Management, County IT Implementation Team</b>
Review the entire business process of the customer	County Staff, Granicus Implementation Team, County Staff, County Management, County IT Implementation Team
Create a detailed document which lists all the features missing with priorities	Granicus Implementation Team, County Staff, County Management, County IT Implementation Team
Open development tickets in JIRA	Granicus Implementation Team, County Staff, County Management, County IT Implementation Team
Develop Required Missing Features	Granicus Developer Team

Demonstrate the developed Missing Features to County Staff	Granicus Developer Team
Test System Features	County Staff, Granicus Implementation Team
Features are implemented - GAP is completed	County Staff, Granicus Implementation Team
<b>Software Readiness</b>	<b>Granicus Implementation Team, Granicus Developer Team</b>
Server Component Installation and Configuration	Granicus Implementation Team, Granicus Developer Team
SQL databases	Granicus Implementation Team, Granicus Developer Team
IIS services	Granicus Implementation Team, Granicus Developer Team
Web applications (kiosk and Online)	Granicus Implementation Team, Granicus Developer Team
Application Component Installation and Configuration	Granicus Implementation Team, Granicus Developer Team
CornerStone Application	Granicus Implementation Team, Granicus Developer Team
LandDocs Application	Granicus Implementation Team, Granicus Developer Team
Summit Application	Granicus Implementation Team, Granicus Developer Team
ClientDocs Application	Granicus Implementation Team, Granicus Developer Team
VitalDocs Application	Granicus Implementation Team, Granicus Developer Team
Kiosks Applications	Granicus Implementation Team, Granicus Developer Team
Online Applications	Granicus Implementation Team, Granicus Developer Team
Configure all the peripherals for each application	Granicus Implementation Team, Granicus Developer Team
Test all installation and configurations	Granicus Implementation Team, Granicus Developer Team
Misc. Configuration	Granicus Implementation Team, Granicus Developer Team
Export to Assessor	Granicus Implementation Team, Granicus Developer Team
Export to Film or CD	Granicus Implementation Team, Granicus Developer Team
Export to FTP	Granicus Implementation Team, Granicus Developer Team
Import from EBRIS and EDRS	Granicus Implementation Team, Granicus Developer Team
RecorderWorks Search & Retrieval Login for External Customers	Granicus Implementation Team, Granicus Developer Team
SMTP email setup	Granicus Implementation Team, Granicus Developer Team
Equipment Component Configuration	Granicus Implementation Team, Granicus Developer Team
Printers	Granicus Implementation Team, Granicus Developer Team

Scanners	Granicus Implementation Team, Granicus Developer Team
Receipt Printers	Granicus Implementation Team, Granicus Developer Team
Label Printers	Granicus Implementation Team, Granicus Developer Team
ID Card Printers	Granicus Implementation Team, Granicus Developer Team
ePads	Granicus Implementation Team, Granicus Developer Team
Barcode Scanners	Granicus Implementation Team, Granicus Developer Team
<b>Data Conversion</b>	<b>County IT, Granicus Developer Team</b>
Gather Data from County IT	County IT, Granicus Developer Team
Analyze the data and prepare for the conversion script	Granicus Developer Team
Create a list of exceptions/issues that will need to be discussed with County Staff	County IT, Granicus Developer Team
Finalize customizations of the Conversion Scripts	Granicus Developer Team
Run the Test Conversion and install converted data on the county test environment	Granicus Developer Team
County Staff to verify the converted data and images (Spot Check Verification)	County Staff
Address any issues or exceptions that can be corrected manually	County IT, Granicus Developer Team
Address any issues or exceptions that can be corrected programmatically	County IT, Granicus Developer Team
Re-run the Conversion for County Staff review	County Staff, Granicus Developer Team
Conversion Scripts are Finalized	County IT, Granicus Developer Team
<b>User &amp; Administrator Training</b>	<b>County Staff, Granicus Implementation Team</b>
Schedule Refresher Training Sessions (based on user needs and staff availability)	County Staff, Granicus Implementation Team
Perform Training with County Staff	County Staff, Granicus Implementation Team
List any features or processes that are not configured per the customer needs	County Staff, Granicus Implementation Team
Provide updated User guides to the customer on availability	Granicus Implementation Team
<b>Parallel System Testing</b>	<b>County Staff, Granicus Developer Team</b>
Identify Users who will be involved in the parallel test	County Management
Run a Conversion with a differential	Granicus Developer Team
Configure the differential based on findings during the Training	Granicus Developer Team
Start parallel testing	County Staff
Perform a comparison between new system parallel run and production system	County Staff
Address any issues - Loop thru Parallel System Testing if issues are found	Granicus Developer Team
Confirm that the System is ready for Go-Live	County Management, Granicus Project Manager
<b>Preparation for System Go-Live</b>	<b>County Staff, Granicus Developer Team, Granicus Implementation Team</b>

Run the Final Conversion with differential (compared to Backup after Configuration)	Granicus Developer Team
Configure any Post Conversion Items	Granicus Developer Team
Test any peripherals if Parallel System Testing was not performed using the production workstations	County Staff, County IT,
Final System Review	County Management, Granicus Project Manager
System Go-Live	County Management, Granicus Project Manager
Post Go-Live System Support	County IT, Granicus Support Team

## Gap Analysis Plan

Granicus will conduct a gap analysis to identify and list gaps which are evident between the current system and the upgrade modules. Data conversions from ACRE current systems are essential to transfer ACRE data to the new upgraded modules database schema. An image conversion is not needed to successfully transition to the upgrade implementation of the govRecords Land, Vitals and Clerk System.

### Gap Analysis document

Granicus will document features unique to ACRE current implementation to track any processes which cannot be fulfilled using the configuration options of the software.

## Data Conversion Plan

Granicus has developed data conversion software programs specifically for upgrading ACRE current implementation to the latest .NET modules. Granicus data conversion algorithms are developed using our subject matter experts. Part of the project implementation schedule is to perform the data import. The data conversions have already been developed and proven to work. If there are any specific requirements not currently met for ACRE, Granicus will develop additional conversion program logic. Although Granicus does not anticipate any data exceptions, the data validation step is a very important step in the data conversion process.

Details regarding the conversion process will be finalized during the Business Process Analysis phase (BPA) of this project. More detailed sampling and scheduling will be determined during the BPA process. The following description outlines the Granicus approach to data conversion.

Granicus will use ACRE databases as the source input for the data conversion. Granicus will use ACRE databases in a test data conversion environment and create an exceptions list if there are any exceptions. This effort will proceed concurrently with other project activities.

During the weekend prior to the “Go Live” date, Granicus staff will run the final conversion. Granicus will ensure that all index data will be available to ACRE on the scheduled go live date.

### San Mateo Responsibilities

San Mateo will be responsible for reviewing the list of exception records found during the Business Process Analysis phase (BPA), provide explanations of how the records can be fixed and what action to take if the record cannot be fixed programmatically. San Mateo will have to correct records manually utilizing the current implementation if they cannot be fixed using a programmatic method.

### Granicus Responsibilities

Granicus will interview ACRE subject matter experts and document business processes unique to ACRE. During the Business Process Analysis phase, Granicus specialists will document unique features developing a comprehensive strategy specific to the San Mateo County Clerk Recorder. Any issues noted regarding the quality of index data and the links between index data and indexes will be fully documented. Problems associated with data which is missing, out of range, or fails validation tests will be documented. Granicus will investigate the quality of existing table definitions, file layouts, data mapping and other information to ensure a smooth conversion process.

## Documentation

Granicus is updating and/or creating new user documentation for the new govRecords Land, Vitals and Clerk modules. Moving forward with the new upgrade, you may expect new/or updated documentation on a periodic basis.

## Overview of Proposed Training

All Granicus trainers are certified on all our products and their services as trainers will be available based on the County needs and availability. The deliverables that Granicus will provide to support our training are summarized below:

Granicus primary goal is to perform a refresher user training to ensure that ACRE staff becomes proficient on how to use the upgraded modules and understand the new user interfaces. Granicus will provide effective and timely refresher user training for the implementation.

The Granicus project management team considers knowledge transfer and training a strategic area of the project and will work in partnership with ACRE to address training needs from the very beginning of the project.

Training needs assessment is outlined prior to go-live.

## System Requirements

### Site Assessment

Granicus will perform a site assessment of the required hardware, peripherals and software OS. Please note that based on our prior experience performing upgrades, the county workstations using the upgraded modules should be updated with Windows 10 and the Windows SQL Server with version 2016 or greater.

### Network

Granicus assumes that the ACRE current network requirements are adequate for the software upgrade based on our current software running efficiently in ACRE network environment.

### Hardware

Granicus will review ACRE hardware and peripherals and provide recommendations after the onsite assessment. Our current assumption is that the upgrade modules will work with ACRE current hardware.

## Testing Plan

Granicus requires ACRE to provide a test environment in preparation for testing and pre-go live. Granicus prefers to perform parallel testing, prepare conversions, provide refresher user training, and run conversions during a pre-go live time period that Granicus and San Mateo Clerk Recorder stakeholder will agree upon. The cutover takes place over a weekend in preparation to go live on the following Monday morning.



### System Acceptance Plan

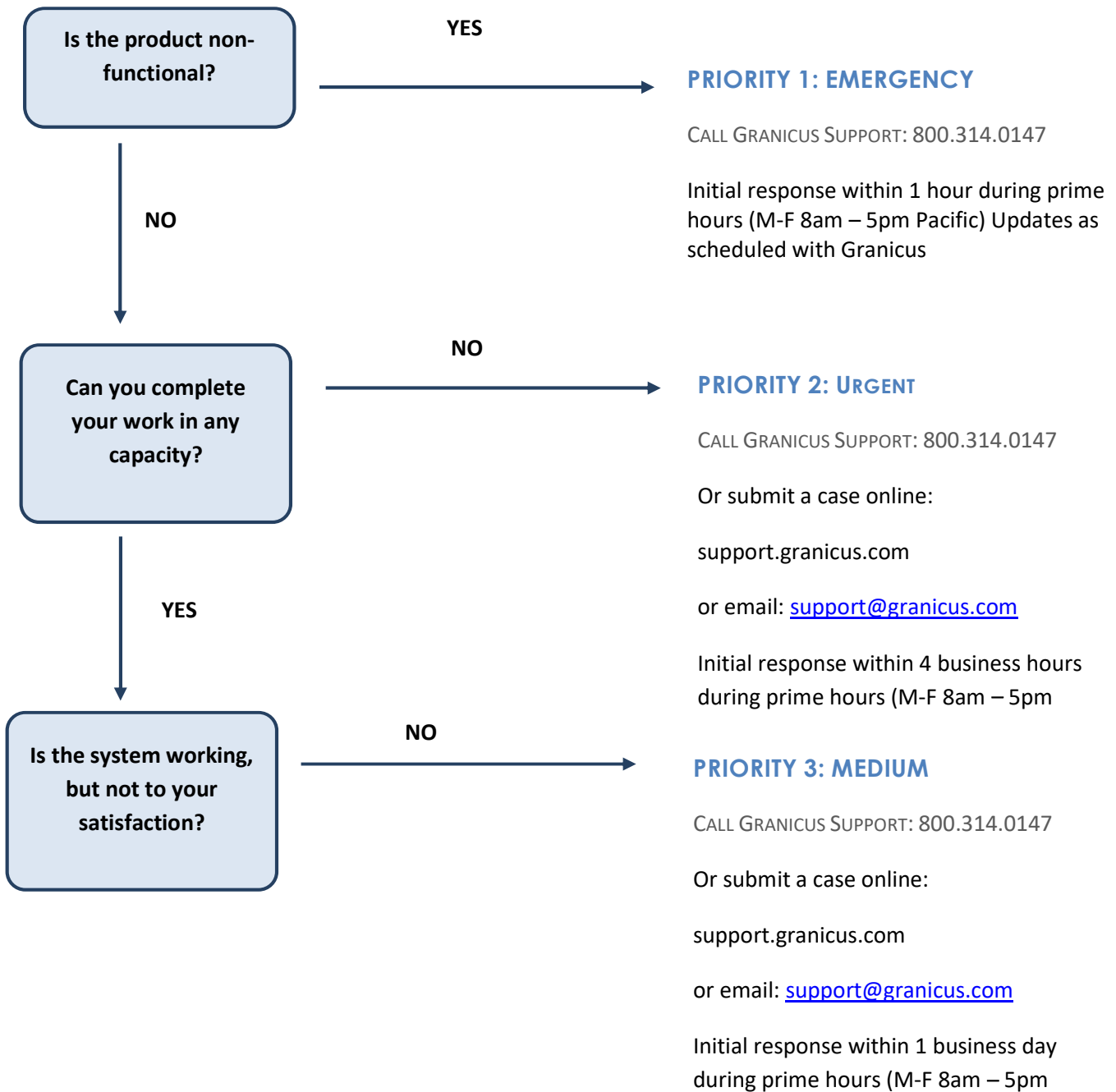
Granicus will provide a list of installed/configured products, exceptions list and the documented testing results. The county will deliver a written acceptance document signed by the county to Granicus after the county is satisfied with the performance of the govRecords Land, Vitals and Clerk products.

### Production

Granicus will provide onsite Go Live support during the initial go live week. Due to COVID-19 travel restrictions, Granicus may have to provide all professional services remotely.

## 2. Maintenance and Support

### Problem initiation and escalation process



**Urgent After-Hours Support is also available at 800.314.0147**

### Annual Product Support and Maintenance Agreement

All products implemented as part of this upgrade will be governed by the current maintenance and support Agreement 130000-21-D003.

## Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

<b>Invoice #1</b>	<b>Deliverable 1: Project Kick Off</b> <ul style="list-style-type: none"><li>• Execute Contract.</li><li>• Project Kick Off Meeting.</li></ul>	\$135,000.00
<b>Invoice #2</b>	<b>Deliverable 2: Gap Analysis and Test Environment Readiness</b> <ul style="list-style-type: none"><li>• Gap Analysis.</li><li>• Project Plan.</li></ul>	\$12,750.00
<b>Invoice #3</b>	<b>Deliverable 3: Data Conversion &amp; Test Environment</b> <ul style="list-style-type: none"><li>• First round of data conversion.</li><li>• Test environment Hardware and Network Readiness.</li><li>• Software installation in Test environment.</li></ul>	\$12,750.00
<b>Invoice #4</b>	<b>Deliverable 4: User Training</b> <ul style="list-style-type: none"><li>• Provide Refresher User Training</li></ul>	\$12,750.00
<b>Invoice #5</b>	<b>Deliverable 5: Pre-Go Live</b> <ul style="list-style-type: none"><li>• Software installation in production.</li><li>• County Review and Acceptance.</li><li>• Preparation for Go Live.</li></ul>	\$12,750.00
<b>Invoice #6</b>	<b>Deliverable 6: Go Live</b> <ul style="list-style-type: none"><li>• Go Live.</li><li>• Go Live Support.</li></ul>	\$69,000.00

### **Pricing**

CornerStone.NET new version upgrade - \$45,000

VitalDocs.NET and online modules new version upgrade - \$45,000

ClerkDocs.NET and online modules new version upgrade - \$45,000

govRecords Land, Vitals and Clerk Portal - included

LandDocs.NET latest version update - included

Summit Examiner latest version update - included

Professional Services to upgrade 3 products and update 2 products - \$120,000

**Total - \$255,000**

## govRecords Professional Services Rates

Granicus, LLC.

Hourly Rates as of January 1, 2021

<i>Position Title</i>	<i>Standard</i>	<i>Discounted*</i>
Senior Developer Design	\$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 software maintenance agreement qualify for a 10% discounted labor rates when purchasing additional Professional Services for design, programming and implementation of new features and added functionality.		






# Granicus contract 052621 final

Final Audit Report

2021-06-01

Created:	2021-06-01
By:	John Watkins (John.Watkins@granicus.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT3O0K8XgVtV--Zj-Ecop4BsdnY-2kPHp

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