



## County of San Mateo

### Contract Amendment Coversheet and Contract Amendment for >\$200K

#### CONTRACT SUMMARY

<b>Contract No:</b>	<b>Contractor Name</b>	<b>Amendment No:</b>
078351	Granicus, LLC	3

#### THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount			
<b>Original Amount:</b>	<b>\$323,023</b>		
<b>Amendment 1 Amount:</b>	Added \$341,379.75		
<b>Amendment 2 Amount:</b>	Added \$109,357.54		
<b>Amendment 3 Amount:</b>	Adding \$635,305.26		
<b>(edit line as needed – add/delete)</b>			
<b>Current Amount:</b>	<b>Addition or Reduction:</b>	<b>New Total:</b>	
\$773,760.29	\$635,305.26	\$1,409,065.55	
Agreement Term			
<b>Original Start Date:</b>	1/13/2016	<b>Original End Term:</b>	12/13/2019
Amendment 1 Start Date:	N/A	Amendment 1 End Date:	12/13/2022
Amendment 2 Start Date:	N/A	Amendment 2 End Date:	N/A
Amendment 3 Start Date:	N/A	Amendment 3 End Date:	12/13/2025
<b>(edit line as needed – add/delete)</b>			

#### Paragraph Changes:

1. Section 3- Payments
2. Section 4 – Term & Termination
3. Exhibit A (Revised July 20, 2021) is replaced in its entirety
4. Exhibit B (Revised July 20, 2021) is replaced in its entirety
5. Attachment 1 – Help Desk Services and Availability is added

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

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 13th day of December, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Granicus, LLC,, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on December 8, 2016, pursuant to which Contractor provides software, hardware, infrastructure, and services for enterprise public meeting systems, including paperless agenda packets, minutes, and streamlining video services; and

WHEREAS, on November 12, 2019, the parties amended the agreement ("Amendment 1") to extend the term through December 13, 2022, and to increase the maximum amount payable under the agreement by \$341,379.75, to an amount not to exceed \$664,402.75; and

WHEREAS, on August 3, 2021, the parties amended the agreement a second time ("Amendment 2") to incorporate English and Spanish captioning services and to further increase the maximum amount payable under the Agreement by \$109,357.54 to an amount not to exceed \$773,760.29; and

WHEREAS, the parties wish to further amend the Agreement ("Third Amendment") to extend the term through December 13, 2025, increase the maximum amount payable under the agreement by \$635,305.26 to an amount not to exceed \$1,409,065.55 to renew services and license fees for an additional three years, replace Exhibits A and B with revised versions to adjust the services and payment schedule, and add additional help desk services and availability as set forth in Attachment 1.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3 of the Agreement is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this amendment and in Exhibit A 1 (rev. December 13, 2022), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (rev. December 13, 2022). County reserves the right to withhold payment if the County determines that the quality or quantity of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this agreement exceed ONE MILLION FOUR HUNDRED NINE THOUSAND SIXTY-FIVE DOLLARS AND FIFTY-FIVE CENTS (\$1,409,065.55). In the event that the County makes an advance payment, 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.

2. Section 4 of the Agreement is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be from December 13, 2016 through December 13, 2025.

3. Exhibit A (rev. July 20, 2021), and Exhibit B (rev. July 20, 2021), are hereby replaced in their entirety as set forth in Exhibit A1 (rev. December 13, 2022) and Exhibit B1 (rev. December 13, 2022), attached hereto and incorporated herein by reference.

4. Attachment 1, Hep Desk Services and Availability, is added to the Agreement and incorporated by reference as if fully set forth herein.

- 5.

**All other terms and conditions of the agreement dated December 8, 2016, as amended on November 12, 2019 and August 3, 2021, between the County and Contractor shall remain in full force and effect.**

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, LLC**

DocuSigned by: <u>Kimberly Rosenberger</u> 8A340286FD5949F...	<u>12/7/2022</u>	<u>Kimberly Rosenberger</u>
Contractor Signature	Date	Contractor Name (please print)

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**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit A 1 (rev. December 13, 2022)**

In consideration of the payments set forth in Exhibit B 1, Contractor shall provide the following services during the term of the Agreement from December 14, 2022 through December 13, 2025.

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Unlimited data storage and retention</li> <li>• Up to one (1) Legistar database</li> <li>• Up to one (1) InSite web portal</li> </ul>
VoteCast Classic Package with Hardware (TouchScreen) (ME)	VoteCast Classic Package with Hardware (TouchScreen) (ME) is the bundle for VoteCast installed on Dell CPUs and ELO Touchscreens that allows elected officials to vote during a meeting. This is a more permanent installation in that the CPUs and Touchscreens are usually mounted or attached to the dais of a meeting room.
Granicus Encoding Appliance Software (GT) - English	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable webpage.
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record role calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies</li> <li>• Unlimited storage of minutes documents</li> <li>• Access to the LiveManager software application for recording information during meetings</li> <li>• Access to the Word Add-in software component for minutes formatted</li> </ul>

	<p>in MS Word if desired</p> <ul style="list-style-type: none"> <li>Up to one (1) MS Word minutes template (additional templates can be purchased if needed)</li> </ul>
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> <li>Unlimited user accounts</li> <li>Unlimited boards, commissions, committees, and subcommittees</li> <li>Unlimited storage of citizen applications</li> <li>Access to up to one (1) Boards and Commissions site</li> <li>Access to customizable, embeddable iFrame websites for displaying information to citizens</li> <li>Access to a customizable online citizen application form including board-specific questions</li> <li>Customizable forms for board details, appointment details, and internal tracking details</li> <li>Pre-designed document PDFs for applications, board details and rosters, and vacancy reports</li> <li>Downloadable spreadsheets for easy reporting</li> </ul> <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Performance Accelerator Suite	<p>Performance Accelerator Suite provides the ability to utilize the performance accelerator within a network. Requires Performance Accelerator or Virtual Performance Accelerator to distribute video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.</p>
Legistar Training Database	<p>Legistar training database allows the customer to have one additional Legistar training database and InSite environment to use for testing and training.</p>
Meeting Services – Custom Recurring	<p>Realtime English to Spanish Audio Translation into Captioning by Live Person</p> <ul style="list-style-type: none"> <li>All meetings will incur 1 hour minimum. Billed in half-hour increments after first hour. All rates are billed based on scheduled event times. Additional charge for overruns and standby.</li> <li>Cancellations within 24 hours. Will be charged 1 hour minimum.</li> <li>Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum.</li> <li>Real Time Captions are provided at an 98% accuracy readability rating.</li> <li>Recurring Caption hours not used in the period of performance will not carry over to the following year.</li> </ul>
Granicus Encoding Appliance Software (GT) - Spanish	<p>Granicus Encoding Appliance Software (GT). This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.</p>
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> <li>All Meetings will incur one hour minimum.</li> <li>Cancellations within 24 hrs. will be charged 1 hour minimum.</li> <li>Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an</li> </ul>

	<p>absolute minimum.</p> <ul style="list-style-type: none"><li>• Real Time Captions are provided at an 98% accuracy readability rating.</li><li>• Recurring Caption hours not used in the period of performance will not carry over to the following year.</li></ul>
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**THIRD PARTY DISCLAIMER**

*Closed Captioning and Meeting Services: County and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, County expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.*

Contractor agrees to provide County with a revocable, non-transferable, and non-exclusive license to access and use the Granicus software solutions listed above during the term of the Agreement.

**Exhibit B 1 (re. December 13, 2022)**

In consideration of the services provided by Contractor described in Exhibit A 1 and subject to the terms of the Agreement (including the not to exceed amount set forth at Section 3), County shall pay Contractor based on the following fee schedule and terms:

**FEES - 12/14/2022 – 12/13/2025**

<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity / Unit</b>	<b>12/14/2022 – 12/13/2023</b>	<b>12/14/2023 – 12/13/2024</b>	<b>12/14/2024 – 12/13/2025</b>
Government Transparency Suite	Annual	1 Each	\$17,459.80	\$18,332.79	\$19,249.43
Legistar	Annual	1 Each	\$24,223.51	\$25,434.69	\$26,706.42
VoteCast Classic Package with Hardware (Touchscreen) (ME)	Annual	1 Each	\$31,459.09	\$33,032.04	\$34,683.65
Granicus Encoding Appliance Software (GT) - English	Annual	1 Each	\$1,557.80	\$1,635.69	\$1,717.47
Open Platform Suite	Annual	1 Each	\$0.00	\$0.00	\$0.00
Meeting Efficiency Suite	Annual	1 Each	\$15,572.25	\$16,350.86	\$17,168.41
Boards and Commissions	Annual	1 Each	\$29,414.26	\$30,884.97	\$32,429.22
Performance Accelerator Suite	Annual	1 Each	\$4,325.61	\$4,541.89	\$4,768.99
Legistar Training Database	Annual	1 Each	\$1,572.95	\$1,651.60	\$1,734.18
Meeting Services – Custom Recurring	Annual	168 Each	\$47,636.40	\$50,018.22	\$52,519.13
Granicus Encoding Appliance Software (GT) - Spanish	Annual	1 Each	\$1,373.88	\$1,442.57	\$1,514.70
Recurring Captioning Services	Annual	168 Hours	\$26,928.72	\$28,275.16	\$29,688.91

		<b>SUBTOTAL</b>	<b>\$201,524.27</b>	<b>\$211,600.48</b>	<b>\$222,180.51</b>
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**Attachment 1:****HELP DESK SERVICES AND AVAILABILITY**

Granicus will provide complete help desk support for administrators and customers of the Granicus Solutions. Regular support will be available during regular business hours (8:00 a.m.-5:00 p.m. Pacific Time), Monday-Friday; via email or toll-free telephone and as further set forth during the hours and as set forth below.

**CUSTOMER SUPPORT CONTACT**

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

Emergency Support is available 24/7

Please submit support requests via:

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

Please submit govDelivery Communications Cloud subscriber support only requests to:

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

**COMMUNICATION SERVICE LEVEL AGREEMENT**

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

<b>SEVERITY LEVEL</b>	<b>DESCRIPTION</b>	<b>EXAMPLES</b>	<b>INITIAL CUSTOMER RESPONSE TIME</b>
Level 1	<b>Emergency.</b> Incident represents a total outage; the product is unavailable or not accessible for use	<ul style="list-style-type: none"> <li>• govDelivery's admin.govdelivery.com is down or all sending is significantly delayed</li> <li>• govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware</li> <li>• govAccess website is unreachable by public users</li> </ul>	Within one (1) hour of notification by the customer of occurrence
Level 2	Severely Impaired. Incident	<ul style="list-style-type: none"> <li>• GovDelivery PageWatch</li> </ul>	Within four (4) hours

	occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	<p>sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers</p> <ul style="list-style-type: none"> <li>• Site operational but govMeetings modular functionality is non-operational</li> <li>• govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code</li> </ul>	of notification by the customer of occurrence
Level 3	<b>Impaired.</b> Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	<ul style="list-style-type: none"> <li>• govDelivery system not connecting to social media, single customer app/feature help, or database requests</li> <li>• govMeetings system files won't upload, or text not rendering</li> <li>• govAccess website works but there are problems with presentation</li> </ul>	Within one (1) business day of notification by the customer of occurrence
Level 4	<b>Low Impact.</b> Incident that has a limited business impact and requests can be scheduled.	<ul style="list-style-type: none"> <li>• Programmatic change to back-end or front-end to improve efficiency</li> <li>• Distribution of all patches and upgrades</li> </ul>	Within three (3) business days of notification of customer of occurrence

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can

be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

#### **AVAILABILITY**

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

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

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

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

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

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

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

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

<b>Site Outage per Quarter</b> (Unless Otherwise Specified Below)	<b>Amount of Outage Credit</b> (Unless Otherwise Specified Below)
99%	No Outage Credit
98.9%	1 Day of Credit
97%	3 Days Credit
96% or less	7 Days Credit

### **SCHEDULED MAINTENANCE**

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

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

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

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

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

### **HARDWARE REPLACEMENT**

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