

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GRANICUS, INC.

This Agreement is entered into this 8th day of December, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Granicus, hereinafter called "Contractor."

* * * *

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 providing agenda management system services, and support and maintenance for the same.

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
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

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 three hundred twenty three thousand twenty three dollars (\$323,023). 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 13, 2016 through December 13, 2019.

5. Termination

This Agreement may be terminated by the County, through its County Manager or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to Contractor. 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 immediately for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to 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 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.

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 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 sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) 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 hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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.

c. Limitation of Liabilities

To the maximum extent permitted by applicable law, Contractor and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data), or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Contractor's and its suppliers' and licensors' liability exceed the total amount of fees paid by County under this Agreement for the six (6) month period prior to the date the claim arose, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

9. 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. Such assignment may include, but is not limited to, the purchase of all or substantially all assets related to this Agreement, or Contractor's participation in a merger, acquisition, sale of assets or other corporate reorganization. In the event of termination of the contract in connection with this provision, Contractor agrees that it will provide the County with all County data and information from the Contractor's system including, but not limited to, the data and information referenced in Section 6 above, to facilitate the County's migration to different third-party agenda management system.

10. 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

(b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named 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.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable 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.

12. 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 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 facsimile to the telephone number listed below or 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:	Peggy Jensen, Deputy County Manager
Address:	400 County Center Redwood City, CA 94063
Telephone:	(650) 363-4598
Email:	pjensen@smcgov.org

In the case of Contractor, to:

Name/Title: Sam Morton, Vice President, Sales
Granicus, Inc.
Address: 707 17th Street, Suite 4000
Denver, CO 80202
Telephone: (303) 521-0052
Facsimile: (720) 501-5171
Email: sam.morton@granicus.com

18. 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.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:


Contractor Signature

12/8/16
Date

JASON FIERMER, CED
Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

STATEMENT OF WORK

Granicus, Inc. (Contractor) shall provide services related to implementation and operations of Granicus agenda management system, including: hardware and software installation and configuration, data migration, training, licensing, and maintenance. A project manager (Project Manager) will provide project management during the implementation phase under a separate contract. Contractor will provide the following services:

INITIAL IMPLEMENTATION PHASE (December 13, 2016 to March 31, 2017)

Kick-Off

- Analysis of document and workflow needs, assessment of technical prerequisites, and development of a proposed network diagram.
- Project kick-off meeting.

Hardware and Software Installation/ Configuration

Contractor shall install Granicus applications in phases. The first phase of installations shall be complete by system launch date of March 31st, 2017 and include the following applications:

- Government Transparency Suite (Webcasting)
- Meeting Efficiency Suite (Minutes Automation)
- Legislative Management Suite (Agenda creation/workflow)
- Performance Accelerator
- Granicus Encoding Appliance Software (GT)
- Legistar Training Database

Tasks related to installation and configuration include:

- Installation and configuration of the server
- Testing of the hardware and software components
- Granicus software validation
- Configuration of insite page, player templates, and agenda templates
- Validation of templates with the Granicus workflow

Needs Analysis and System Setup

- Needs analysis calls with County and Project Manager to address legislative files; approval tracking system and workflow; agenda formats, definitions, and packet creation; workflow actions on file types; vote and attendance settings; minute reports; and security settings.

Training

- Three days of online administrator training in Legislative Management Suite.
 - Three days of onsite training for department power users:
 - Day 1: Drafter and approver training/ agenda preparation
 - Day 2: Agenda preparation and LiveMeeting Indexing
-

- Day 3: Minutes processing
- One half-day of online training review (Q&A).

ADDITIONAL INSTALLATION PHASES (After March 31, 2017)

Data Migration Plan

Contractor will provide field-by-field migration from SIRE's legislative management database to the Granicus database, which shall commence around the end of the Initial Implementation Phase and continue for six to eight months until completion.

- A dedicated Granicus project manager will be assigned specifically to the data migration project. The project manager will provide County with project dates and timelines and serve as the single Granicus point of contact for the data migration process. The project manager will coordinate the transmittal of the data to the Granicus migration environment.
- Meetings will be created in Granicus for each meeting in SIRE database.
- PDFs for minutes, agendas, and agenda packets will be placed into Legistar & Insite Database.
- Agenda Items/Legislative Files in SIRE, along with their attachments, will have a corresponding file created in Legistar.
- Videos/Audio will be migrated and if necessary transcoded into the Granicus Media Manager platform.
- Any timestamp information available for each media file will be converted to the Granicus timestamp format.
- SIRE data will be transferred to Contractor via FTP.
- Once data has been provided, Contractor will analyze and map fields and verify data complete file migration to Granicus.
- Contractor will also migrate basic document and media files to Granicus, such as PDFs and Word documents.

Phase II and III Installations

- Granicus applications will be added in phases. Following implementation of the first set of applications, the County will dictate the timing of the second and third phases and provide written consent of each new application added. The County may opt to cancel any of the applications in the second and third phases of implementation. .
- Phase II shall include the following applications:
 - VoteCast Display – Classic Package Touchscreen (ME)
 - eComment (Request to Speak)
- Phase III shall include the following applications:
 - Boards & Commissions

OPERATIONS PHASE (March 31, 2017 to December 13, 2019)

Licensing

- Contractor agrees to provide County with a revocable, non-transferable, and non-exclusive license to access the Granicus Software and a revocable, non-sublicensable, non-transferable, and non-exclusive right to use the Granicus Software.
- Annual maintenance contract includes enterprise-wide licensing. Price for services in Exhibit B includes unlimited users and meeting bodies.

Hosting and Maintenance

- Granicus will provide support, hardware, and software for devices that will be installed in the County data center.
- Granicus will maintain all hardware installed onsite at County while the hardware is under warranty.
- Granicus will maintain, support, and update all Granicus software installed on the servers.
- Annual maintenance and upgrades are included in the monthly managed service fees.
- Hosted infrastructure maintenance is done on the first Friday of every month starting at 9pm PT (infrastructure maintenance includes security and other system patches as well as any hardware updates or migrations that require downtime).
- Hosted software maintenance is typically done on the 3rd Friday of the month starting at 9pm PT.
- Notifications of system upgrades and patches will be provided to the County by email 72 hours in advance.
- Emergency maintenance due to security vulnerability or critical software bug can be done outside of normal schedule.

Technical Support

Through the annual maintenance contract, Granicus will provide:

- Granicus Help Center, which provides online access to how-to and best practice guides, frequently asked questions, product guides, manuals, reference guides, and release notes.
- Granicus Customer Service Portal, which includes regular live and on-demand online training.
- Live technical support and access to online learning resource center on ongoing basis.
- Digital versions of all documentation and training materials for all participants in the training sessions.

Project Tasks & Deliverables

Below is the list of project tasks and deliverables for implementation of the Granicus Agenda Management System. Tasks provided by Contractor are indicated in the 'Responsible' column.

No.	Task Name	Duration	Responsible
	Project Plan	103 days	
	Pre-deployment Activity	19 days	
1	Agenda Document Sent for Assessment: The purpose of the Granicus document assessment process is to deliver the best possible automated workflow solution. By submitting County's current agenda documents to Sales via email, Granicus Design Team will review and analyze how they will integrate with Granicus and any changes that should be made to optimize the agenda document.	1 day	County PM/ Clerk(s), Granicus
2	Document Assessment: During the assessment process, the Granicus Design Team will identify key document information and review the general capabilities of County's documents and workflow. Any recommendations on how to increase workflow efficiency will be submitted for County approval.	4 days	Granicus – no County involved
3	Review Document Recommendations: Based on the information communicated during Document Assessment, County project manager will review and provide written approval of the assessment, along with any changes or questions, by email to Sales.	3 days	County PM/ Clerk(s)
4	Document Assessment Complete: Upon the receipt of written acceptance of the document assessment, the document assessment process is complete and any changes will be implemented.	0 days	
6	Send LM Userlist and Team Information Gathering Forms: Sales will send County information gathering forms, which will be used to pre-populate the database with user information. This is usually sent during the solution validation phase and completed by the Solution Validation Call.	1 day	Granicus Sales Engineer Will send to County PM
7	Complete Technical Prerequisites: County will fill out and submit the information on the Technical Information Gathering Form; it should take no more than 1 hour to complete.	4 days	County PM/ Clerk(s)
8	Send Tech Solution Guides & Network Diagram: Using the information gathered in the previous steps, Granicus will create and propose a solution network diagram.	1 day	Granicus will send
9	Review Tech Guides & Network diagram: County IT team will review the provided network diagram and contact Granicus with any questions or concerns.	4 days	County IT Network Admin

No.	Task Name	Duration	Responsible
10	Technical Pre-requisites Complete: At this stage, the technical prerequisites for deployment are complete. All technical forms, IT information, network diagrams, and associated documents have been collected and approved.	0 days	
11	Sales Engineer Solution Validation Call: The Solution Validation Call is the opportunity to discuss County's current workflow process and existing technology set-up, as well as to ensure that the proposed plan meets all requirements necessary to deliver a successful Granicus solution.	1 day	County IT Lead, PM/ Clerk(s), Granicus, Project Manager
	Deployment Phase	31 days	
12	Issuance of PO by County and Invoicing of 50% of upfront costs.	Dec. 13	County, Project Manager, Granicus
13	Project Kick-Off Meeting During project kick-off call, dates for Needs Analysis Calls (NACs) and onsite training sessions will be scheduled.	Dec. 13	County PM/ Clerk(s) IT, 1 admin (main user) from each dept, Project Manager, Granicus
14	Create Legistar Database & Insite Page: Granicus IT team will create an instance of the Legistar database for the County and will upload collected user information.	Dec. 13-22 (10 days) for Tasks 14-22 (quicker on County availability)	Granicus
15	Ship Hardware	10 days	Granicus
16	AV requirements completed: County AV team must make sure that the AV equipment are in place before Granicus begins the server installation.	2 days	County AV
17	Firewalls Requirements completed: County IT team must make sure that the network's security and firewall requirements are in place before Granicus begins the server installation. Contractor will provide instructions and further details in the customized encoder set-up guide.	1 day	County IT Network Admin
18	Remote Access Requirements Completed: Granicus will use the LogMeIn application to access the servers on County's network. To do so, certain remote access requirements must be completed by County. Contractor will provide instructions and further details at this milestone.	1 day	County IT Lead, IT Network Admin

No.	Task Name	Duration	Responsible
19	<u>Server Installation:</u> Granicus Project Manager will work with County IT to test and to confirm that the hardware and software components of County's Granicus system are fully functional and ready to operate. Any technical issues found with the streaming will be addressed and resolved at this stage in the installation process.	5 days	County IT Lead
20	<u>Granicus Software Validation</u>	1 day	County IT Lead
	<u>Design</u>	8 days	
21	<u>Insite Page & Player Implementation:</u> Granicus designer will discuss Insite page and player template options.	3 days	Granicus Design, County Webmaster
22	<u>Agenda Validation and Modification:</u> Granicus designer will ensure that agenda templates meet County's expectations and work efficiently and effectively in County's Granicus workflow.	4 days	County PM/ Clerk Clerk, Granicus Trainer, Granicus Design
23	<u>Final Design sign-off:</u> Granicus designer will ensure that Insite Page and video player templates meet County's expectations and work efficiently and effectively in your Granicus workflow. Minor changes such as color and font choices will be implemented in this phase and will require final written sign-off.	1 day	County PM/ Clerk(s)
	<u>Needs Analysis & System Setup</u>	Beginning week of Feb. 16 (30 days)	
24	<u>Needs Analysis Call #1 - Legislative Files Tabs/Fields:</u> GOAL: To identify the fields that make up Legislative Files (LF) and understand how the underlying data in administration is set up.	1 day	County PM/ Clerk (s)
25	<u>County Tasks:</u> Gathering templates, codes sections, and indexes; insert them into the database before NAC #2.	5 days	County PM/ Clerk(s)
26	<u>Needs Analysis Call #2 - Approval Tracking System (ATS):</u> GOAL: To understand how approval tracking works and how County workflow will fit into this process.	1 day	County PM/ Clerk(s)
27	<u>County Tasks:</u> Add approvers into the people table, enter ATS sequences, and review/update email templates before NAC #3.	5 days	County PM/ Clerk(s)

No.	Task Name	Duration	Responsible
28	<u>Needs Analysis Call #3 - Agendas-</u> GOAL: To set agenda definitions, generate a sample agenda, and discuss agenda reports. This includes: <ul style="list-style-type: none"> • Agenda definitions for the Primary Legislative Body • Section headers • Agenda numbers • Style • Agenda report defaults • Packet creation 	1 day	County PM/ Clerk(s)
29	<u>County Tasks:</u> Verify and update the agenda order and rules, workflow controls, agenda definitions, and agenda settings in the database before NAC #4.	5 days	County PM/ Clerk(s)
30	<u>Needs Analysis Call #4</u> <ul style="list-style-type: none"> • Define workflow actions on file types • Define vote and attendance settings • Define the standard motion string text • Insert standard paragraphs • Minute report defaults 	1 day	County PM/ Clerk(s)
31	<u>County Tasks:</u> Determine list of actions and how motions strings should look on the minutes report. Verify and update the settings in the database before NAC#5.	5 days	County PM/ Clerk(s)
32	<u>Needs Analysis Call #5</u> – System Security and ATS Review - GOAL: To understand the default security settings.	1 day	County PM/ Clerk(s)
33	<u>County Tasks:</u> Determine list of security groups, functional list, and body security options and add users to the database. Confirm the ATS sequences are entered and set up properly before the Online Admin Training #1.	(5 days)	County PM/ Clerk(s)
	<u>Training</u>	Beginning week of March 1 (15 days)	
34	<u>Online Administrator Training</u>	1 Day	County PM/ clerk(s), 1 admin (main user) from each dept.

No.	Task Name	Duration	Responsible
35	<u>Day 1: Drafter & Approver Training / Agenda Preparation</u>	1 day	County PM/ Clerk(s), 1 admin (main user) from each dept.
36	<u>Day 2: Agenda Preparation and Live Meeting Indexing</u>	1 day	County PM/ Clerk(s), 1 admin (main user) from each dept.
37	<u>Day 3: Minutes Processing</u>	1 day	County PM/ Clerk(s), 1 admin (main user) from each dept.
38	<u>Online Training Review (Q&A)</u>	0.5 days	County PM/ Clerk(s), 1 admin (main user) from each dept.
39	<u>Completion of Roll Out Period- Parallel Operations Commence</u>	2 wks	County PM/ Clerk(s), 1 admin (main user) from each dept.
40	<u>Data Migration Tasks Begin</u>	6-8 months	Granicus, County PM/ Clerk(s)
	<u>Live Operations Begin</u>	March 15-31	
41	<u>Payment Milestone – Delivery of Operational Product (invoicing remaining 50% of upfront costs)</u>	March 15- April 1	

Escalation Path

- During implementation and operational phases, any questions or concerns shall be directed to Contractor contact.

Service Level Agreement

- Granicus Customer Care business hours are Monday through Friday from 5am to 5pm PST/PDT.
- For urgent issues, after-hours live technical support via phone and email is available Monday through Friday from 5pm to 10pm PST/PDT.
- For emergencies on weekends and holidays, on-call help is available from 5am to 5pm PST/PTD.
- Granicus aims to answer all calls directly, and at a minimum responds to voicemails within 30 minutes of receiving them during business hours.
- Customers needing support can contact Granicus by phone at (877) 889-5495 or by email at CustomerCare@Granicus.com. For support specific to records management, call (866) 793-6505 or email supportRMS@Granicus.com.

Testing Environments

- Granicus shall provide sandbox environment to allow County to test patches and upgrades, train staff, and construct and test new report and workflow configurations before they go live.

Change Management Procedure

- Any changes to the contract shall be addressed to the Contractor.
- For any changes to technical scope of work, Contractor shall follow County's Change Advisory Board procedure (Attachment A).
- County will be notified of any maintenance and upgrades of system via email 10 days prior to implementation of the change. The County retains the right to request that a planned update not be implemented.
- Contractor account manager shall provide roadmaps of planned maintenance and upgrade schedule for coming year to County.

Data Ownership

- The County retains ownership of all data as set forth in Section 6 of the Agreement.
- In the event of termination of contract or bankruptcy, Contractor shall provide all data to County in the format requested.

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:

Hardware			
Name	Qty	Unit (Upfront)	Total (Upfront)
Granicus SDI Encoding Appliance Hardware	1.0 Unit(s)	\$3,675.00	\$3,675.00
Hardware - Performance Accelerator Suite	1.0 Unit(s)	\$3,780.00	\$3,780.00
Shipping – Large Items	2	\$130.00	\$260.00
	Total Hardware Phase I:		\$7,715.00
VoteCast Display CPU - (ME)	1.0 Unit(s)	\$1,030.00	\$1,030.00
Shipping for Votecast CPU - Medium Item	1.0	\$65.00	\$65.00
	Total Hardware Phase II-III:		\$1,095.00
	Total Hardware:		\$8,810.00

Software as a Service			
Name	Qty	Unit (Monthly)	Total (Monthly)
Open Platform	1.0 Suite	\$0.00	\$0.00
Government Transparency Suite (Webcasting)	1.0 Suite	\$1,110.00	\$1,110.00
Meeting Efficiency Suite (Minutes Automation)	1.0 Suite	\$990.00	\$990.00
Legislative Management Suite (Agenda creation/workflow)	1.0 Suite	\$1,540.00	\$1,540.00
Performance Accelerator	1.0 Suite	\$275.00	\$275.00
Granicus Encoding Appliance Software -	1.0	\$110.00	\$110.00
Legistar Training Database	1 Unit	\$100.00	\$100.00
	Total Monthly Software Costs Phase I:		\$4,125.00
VoteCast Display- Classic Package Touchscreen - (ME)	1.0 Package	\$2,000.00	\$2,000.00
eComment (Request to Speak)	1.0 Unit(s)	\$275.00	\$275.00

Boards & Commissions	1.0 Package	\$1,870.00	\$1,870.00
Total Monthly Software Costs Phase II-III:			\$4,145.00
Maximum Monthly Software Costs:			\$8,270.00

Professional Services			
Name	Qty	Unit (Upfront)	Total (Upfront)
Server Configuration - (ME)	1.0 Service(s)	\$525.00	\$525.00
Templates Configuration - (ME)	1.0 Template(s)	\$735.00	\$735.00
Legislative Management - ATS Package Project Management	12.0 Hour(s)	\$225.00	\$2,700.00
Legislative Management - Needs Analysis and Workflow Configuration Services	1.0 Day(s)	\$1,995.00	\$1,995.00
Deployment Services - (LM)	4.5 Day(s)	\$1,785.00	\$8,032.50
Performance Accelerator Software Installation Services	1.0 Suite	\$920.00	\$920.00
Encoding Appliance Hardware Configuration - (GT)	1.0 Service(s)	\$920.00	\$920.00
Total Services Phase I:			\$15,827.50
VoteCast Display Configuration - (ME)	1.0 Service(s)	\$1,735.00	\$1,735.00
Data Migration from SIRE to Granicus	290.0 Hours	\$144.83	\$42,000.00
Total Services Phase II-III:			\$43,735.00
Total Services:			\$59,562.50

Training			
Name	Qty	Unit (Upfront)	Total (Upfront)
Legislative Management Suite - Administrator Training Package (Online)	1.0 Day(s)	\$1,785.00	\$1,785.00
Legislative Management Suite - Administrator Training Package (Online)	2.0 Day(s)	\$1,785.00	\$3,570.00
Training and Workflow Analysis - (ME) (Online)	1.0 Day(s)	\$1,365.00	\$1,365.00
Legislative Management - Approvers and Drafters Training Services	4.0 Hour(s)	\$225.00	\$900.00
Onsite Training Day - (LM)	3.0 Day(s)	\$1,785.00	\$5,300.00

Travel Costs for Granicus Product Trainer – not to exceed \$2,000	3.0 Day(s)	\$2,000.00	\$2,000.00
Total Training Upfront:			\$14,920.00

Project Total by Phase	
Initial Implementation Phase (December 13, 2016 to March 31, 2017)	
Hardware Phase I:	\$7,715.00
Professional Services Phase I:	\$36,827.50
Training:	\$14,920.00
Maximum Upfront Costs – Initial Implementation Phase:	\$59,462.50
Additional Installation Phases (After March 31, 2017)	
Hardware Phase II-III:	\$1,095.00
Professional Services Phase II-III:	\$22,735.00
Maximum Upfront Costs – Additional Installation Phases:	\$23,830.00
Operations Phase -- Monthly Software Costs	
Maximum Monthly Software Costs – Phase I Applications:	\$4,125.00
Maximum Total Software Costs – Phase I Applications only (maximum 34 months):	\$140,250.00
Maximum Monthly Software Costs – Phase II-III Applications:	\$4,145.00
Maximum Total Software Costs – Phases II-III Applications (maximum 24 months):	\$99,480.00
Total Project Cost -- Not to Exceed Amount:	\$323,022.50

Payment Schedule & Billing

- Total up-front fees are \$59,462.50. Fifty percent (50%) of all up-front fees (\$29,731.25) are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees (\$29,731.25) are due when live operations begin.
- County shall not incur monthly charges for Granicus applications (hardware and software) until such applications are fully operational and live.
- County will dictate the timing of installation of the Boards and Commissions, VoteCast Display, and eComment applications, and will provide written consent of each new application added. The County may opt to cancel any of these applications.
- Annual billing for fees for associated products shall begin upon completion of delivery. County shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, County will be billed annually in advance.
- County shall pay all invoices from Contractor within thirty (30) days of receipt of invoice. County acknowledges that products may be delivered and fully operational separate from the other purchased products.
- For Granicus Hardware, delivery is complete once the County receives hardware components with the configured Granicus Software.

- For Granicus Software, delivery is complete once the Software is installed, configured, tested, and deemed by Contractor to be ready for the County's use, irrespective of any training services provided to County. Upon Granicus Hardware and/or Software delivery, County will have fifteen (15) days to notify Granicus of any issues or problems. If County notifies Contractor within such fifteen (15) day period of issues or problems, Contractor will promptly work to fix those issues or problems.

Interfaces

- Price above includes interfaces for SharePoint, OKTA, and Agiloft interfaces.
- In the integration of Granicus with Sharepoint, Okta, and Agiloft, the business process will direct the technical architecture. Granicus will ensure that interoperability with these applications facilitates seamless bi-directional information exchange, and that they follow workflow protocols.

Travel Costs

- The County shall provide reimbursement for travel costs and expenses of Contractor Product Trainer. Travel costs shall not exceed \$2,000.

ISD Change Advisory Board (CAB) Charter

1. Introduction:

- 1.1. ISD's Change Advisory Board's (CAB) mission is to provide rigor and ensure customer input into our Change Management process. This CAB also will be part of the Change Management process coded in the Change Management module of ISD's IT Service Management tool.
- 1.2. The CAB will consist of Supervisors of ISD technical teams as well as IT leaders in other San Mateo County Departments. Every CAB member will be invited to each meeting. A CAB member may delegate participation to another member of his or her team. An agenda will be sent at least 24 hours before the meeting. ISD Supervisors and/or Project Managers will submit their changes for approval, and CAB members affected by a change request will have the opportunity to approve or deny a change during this meeting.

2. Composition and Role:

- 2.1. Change Manager
 - 2.1.1. Facilitator of the change process who leads and governs the CAB meetings.
 - 2.1.2. Can invite additional non-voting members in advisory positions, usually senior technical specialists, procurement, etc.
- 2.2. Server or Core Infrastructure Supervisor
 - 2.2.1. Represents the Server or Core Infrastructure Team and is the sponsor for any Server Team Changes.
- 2.3. Network or Converged Infrastructure Supervisor
 - 2.3.1. Represents the Network or Converged Infrastructure Team and is the sponsor for any Network Changes.
- 2.4. Telecommunications Supervisor
 - 2.4.1. Represents the Telecommunications Team and is the sponsor for any Telecommunications Changes.
- 2.5. DB Supervisor
 - 2.5.1. Represents the DB Team and is the sponsor for any DB Changes.
- 2.6. Application Manager
 - 2.6.1. Represents the Application Team and is the sponsor for any Application Changes.
- 2.7. Desktop Supervisor
 - 2.7.1. Represents the Desktop Team and is the sponsor for any Desktop Systems Changes.



2.8. Service Desk Supervisor

2.8.1. Represents the Service Desk Team.

2.9. PBX Operator Supervisor

2.9.1. Represents the after hours on-call service intake operators.

2.10. PMO Manager

2.10.1. Represents the PMO Team.

2.11. Security Manager

2.11.1. Represents the Security Team, is the sponsor for any Security Changes.

2.12. Customer Representatives from each County department

2.12.1. Represents the interest of their respective organization.

2.12.2. One representative from each San Mateo County department will be invited to each meeting. Attendance is not mandatory.

3. Protocol

- 3.1. Each ISD team will be responsible for presenting their change. If there is no representation from a given team, then no changes can be approved.
- 3.2. The role of each member is to assess the potential change for risks specific to their Area of Responsibility (AOR) and approve or deny the change based upon the satisfaction of the risk mitigation strategy.
- 3.3. It is the responsibility of each CAB member to be present or delegate the CAB responsibility within their AOR.
- 3.4. The CAB will not convene with less than 5 members attending. This prevents sub-quorum decisions.
- 3.5. Changes will be reviewed during a meeting after a Manager has approved a Comprehensive Change. There is no limit to how early a change can be requested.
- 3.6. All changes require unanimous approval by affected parties. One deny is a denied change.

4. Meeting Dates and Times:

- 4.1. The CAB will meet weekly at 11 AM. If there is a holiday or conflict preventing a meeting at this time, the CAB meeting will be scheduled at a convenient time prior to the normal meeting. A list of changes to be reviewed will be sent at least 24 hours in advance of the start of the CAB meeting.

5. Change Definition:

- 5.1. Three types of changes can be selected in a change request in the Change Management application. It will include a list of changes associated with



each type to assist the requestor and assignee to choose the correct type of change. The types of changes are described as the following:

- 5.2. Routine – A change to a SLA or Core service or for which the approach is pre-authorized by electronic Change Management workflow. It has an accepted and established procedure to provide a specific change requirement. A routine change is a low-impact, commonly performed change with no expectation of downtime.
- 5.3. Comprehensive – A change to an SLA or Core system that requires various disciplines to coordinate the change and reduce the business impact and risk.
- 5.4. Emergency – An emergency change is a component of a Comprehensive change submitted to avoid an impending outage, restore service during an incident, or to meet an immediate business requirement. It may be recorded after the fact with a verbal approval if performed to restore service. Verbal approval may be given by the requester's Supervisor, Manager, On-Call Manager, or Change Manager.

6. Approval Workflow and Notification:

- 6.1. All changes will require approval from the submitter's Supervisor, Manager, and the Change Manager.
- 6.2. Routine changes will be reviewed by all three of these voting members without CAB review. Notification will not be sent of upcoming changes unless specifically requested by one of the change approvers.
- 6.3. Comprehensive changes will require CAB review. The Change Manager will enforce this review by delaying approval until the upcoming CAB meeting. Comprehensive changes will be entered on the CAB agenda if the submitter's Manager approves them more than 24 hours prior to the upcoming CAB meeting. The Change Assignee or a delegate will send a change notification to affected parties after a Comprehensive Change has been approved in a CAB meeting.
- 6.4. Emergency changes will also be reviewed by the CAB at the discretion of the Change Manager when requested to fulfill an immediate business need. The Change Manager will attempt to schedule Emergency Changes after an upcoming CAB meeting so that they can be reviewed by this group whenever it is feasible. Emergency changes to restore service or avoid an impending outage will be entered on the change calendar for all members of the CAB to view after the fact. The Change Assignee or a delegate will send a change notification to affected parties after an Emergency Change has been approved to meet an immediate business need.



7. CAB Records:

- 7.1. Minutes will be recorded after each CAB meeting and distributed by the Change Coordinator.

8. Document Version Control

Document Name		ISD Change Management Advisory Board Charter	
ISD Change Management Process Owner		Bill Keating	
File Location		Change Advisory Board Sharepoint site, https://smcgov.sharepoint.com/teams/ISD/CAB/ .	
Version Number	Issue Date	Prepared By	Reason for Change
1.0	9/1/15	Bill Keating	Initial draft sent to CAB members during introductory email.
1.1	9/14/15	Bill Keating	Minor rewrites, reformatted numerically, and modified to reflect new ISD Organization. Emergency Changes will be reviewed during the CAB meeting when feasible to meet an immediate business requirement.
1.2	9/15/15	Bill Keating	Updated file location. Acknowledgement that version 1.2 is approved by CAB.
1.3	1/13/16	Bill Keating	Updated to reflect elimination of Change Coordinator role.

