



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12700

Upon motion of Supervisor Parker, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer to execute an agreement with Granicus, Inc. in the yearly amount of \$55,607 for the period of July 1, 2014 through June 30, 2019 for a cumulative total of \$278,033 for the provision of maintenance and support of the Granicus software which is part of a comprehensive services package to include storage and archiving, and audio/video streaming of Board of Supervisor's, Planning Commission, and LAFCO meetings which take place in Monterey County;
- b. Accepted the non-standard Agreement terms and conditions;
- c. Authorized the Contracts/Purchasing Officer to sign two future amendments to this Agreement with the same Agreement terms; and
- d. Authorized the Auditor-Controller to transfer funds from Fund 020-2883 PEG Funds upon request from the Information Technology Department as expended.

PASSED AND ADOPTED on this 17th day of June 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on June 17, 2014.

Dated: June 24, 2014
File Number: 14-611

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Denise Hancock*
Deputy



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Agenda Date: June 17, 2014

Legistar File Number: 14-611

Introduced: 5/30/2014

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

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- b. Accept the non-standard Agreement terms and conditions;
- c. Authorize the Contracts/Purchasing Officer to sign two future amendments to this Agreement with the same Agreement terms; and
- d. Authorize the Auditor-Controller to transfer funds from Fund 020-2883 PEG Funds upon request from the Information Technology Department as expended.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer to execute an Agreement with Granicus, Inc. in the yearly amount of \$55,607 for the period of July 1, 2014 through June 30, 2019 for a cumulative total of \$278,033 for the provision of maintenance and support of the Granicus software which is part of a comprehensive services package to include storage and archiving, and audio/video streaming of Board of Supervisor's, Planning Commission, and LAFCO meetings which take place in Monterey County;
- b. Accept the non-standard Agreement terms and conditions;
- c. Authorize the Contracts/Purchasing Officer to sign two future amendments to this Agreement with the same Agreement terms; and
- d. Authorize the Auditor-Controller to transfer funds from Fund 020-2883 PEG Funds upon request from the Information Technology Department as expended.

SUMMARY/DISCUSSION:

Granicus, Inc. is a vendor that provides a software and hardware solution for the Clerk of the Board which streamlines the processes associated with setting up agendas, audio/video streaming of the public meetings held in the board chambers, archiving and storage of the content of the meetings to include documents shared during the meetings. In addition to these services, Granicus, Inc. also manages the Government Channel webpage. This webpage provides information to the public regarding the Government Channel program schedule as well as access to previous programming broadcast on the channel.

Risk Management has recommended that the vendor provide Professional Liability insurance in the amount of \$1 million with \$2 million in aggregate. In response to the County's insurance requirement, the vendor has provided \$1 million with \$1million in aggregate. All other

insurance limits and indemnification requirements have been met.

It is recommended by the Director of Information Technology that the Board approve the insurance coverage and limits provided by this vendor as this agreement poses limited liability. The approval of this action will ensure that the managed services provided by Granicus, Inc. which includes software licensing, data hosting, storage, web page support and video/audio streaming services continue and the residents of the County of Monterey maintain accessibility to public meetings held in the board chambers.

OTHER AGENCY INVOLVEMENT:

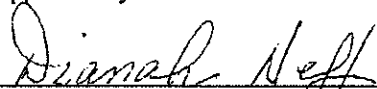
The Agreement was not approved by County Counsel due to the presence of the following non-standard and unacceptable terms/conditions recommended by the vendor: vendor has limited or no liability for this as-is service, County has absolute duty to pay even if service issues, vendor retains sole ultimate control over content, and unilateral changes to product may result in rate changes at renewal. Risk Management has reviewed the original agreement and does not approve the Professional Liability insurance amount provided by the vendor. The Agreement is on file with the Clerk of the Board.

FINANCING:

The funds for the Agreement have been included in the FY 2014-15 Recommended Budget for the Information Technology Department, ITD 1930, Unit 8137, INF001. Transactions relating to each fiscal year will be included in each respective Recommended Budget.

Prepared by: Sarah House, Management Analyst, 755-5108

Approved by:



Dianah Neff, Director of Information Technology

Dated: May 27, 2014

Attachments: Agreement

GRANICUS, INC.
SERVICES AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), dated as of July 1, 2014 (the "Effective Date"), is entered into between Granicus, Inc. ("GRANICUS"), a California Corporation, and the County of Monterey, a political subdivision of the State of California (the "COUNTY").

A. WHEREAS, GRANICUS is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, Agenda Management and Open Platform software and related support services; and

B. WHEREAS, GRANICUS desires to provide and COUNTY desires to (i) continue to utilize the Granicus Solution as set forth in Exhibit A, and incorporated herein, to facilitate streaming and distribution of live and archived digital media content and agenda management, (ii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iii) contract with GRANICUS to administer the Granicus Solution through the Managed Services, Agenda Management and Open Platform set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, GRANICUS will provide COUNTY with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. GRANICUS, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. GRANICUS agrees to provide COUNTY with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to GRANICUS and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, COUNTY may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of COUNTY's Managed Services will also result in the immediate termination of COUNTY's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, GRANICUS warrants that the Granicus Software, as provided by GRANICUS, will substantially perform in accordance with its applicable written specifications for as long as COUNTY pays for and receives Managed Services, Agenda Management, and Open Platform. COUNTY's sole and exclusive remedy for any breach by GRANICUS of this warranty is to notify GRANICUS, with sufficient detail of the nonconformance, and provide GRANICUS with a reasonable opportunity to correct or replace the defective Granicus Software. COUNTY agrees to comply with GRANICUS' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, GRANICUS retains all ownership and proprietary rights in and to the Granicus Software, and COUNTY is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the contract.

3. PAYMENT OF FEES

3.1 COUNTY agrees to pay all costs as outlined in Exhibit A.

3.2 Quarterly billing for Managed Services shall begin forty-five (45) days after the receipt of a fully executed Agreement or the receipt of a purchase order, whichever occurs first, as agreed upon in Exhibit A.

3.3 COUNTY agrees to pay all invoices from GRANICUS within thirty (30) days of receipt of invoice by the County Auditor Controller's Office for Managed Services Fee to GRANICUS on a monthly basis. GRANICUS shall send all invoices to:

County of Monterey, Information Technology
1590 Moffett Street
Salinas, Ca. 93905
Attn: Accounts Payable

3.4 Training. GRANICUS shall provide one (1) online training as part of this Agreement to be scheduled by COUNTY at a mutually convenient date/time and as specified by the GRANICUS training coordinator and mutually agreed by the designated representative of COUNTY.

3.5 Additions. GRANICUS, at its' sole discretion, may add features or functionality to existing product suite bundles for various reasons, including to enhance GRANICUS' offerings, or improve user satisfaction. During the initial period of this Agreement, COUNTY understands that the use of these additional products is included in the originally agreed upon monthly managed services fees. At contract renewal, if renewed, COUNTY acknowledges that this added functionality may have additional monthly managed service charges associated with it and that monthly managed services rates on renewals may have a higher rate than preceding years.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. COUNTY shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, GRANICUS has the right (but not the obligation) to remove any Content that GRANICUS believes violates any applicable law or this Agreement.

4.2 Restrictions. COUNTY shall not provide GRANICUS with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous,

threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

4.3. **Content Ownership.** COUNTY shall own all right, title, and interest in and to all content on a worldwide basis, including, without limitation, all Intellectual Property Rights relating thereto, (i) with respect to content captured by cameras or microphones at the venue, at the time such content is so captured and prior to the time it is transmitted to the computer at the venue and (ii) with respect to all other content, at the time such content is transmitted or otherwise provided to CONTRACTOR pursuant to this Agreement. To the extent that any such content is protectable by copyright, such content shall be deemed to be "works made for hire" under the copyright laws of the United States.

5. **TRADEMARK OWNERSHIP.** GRANICUS and COUNTY's Trademarks are listed in the Trademark Information exhibit attached as Exhibit C.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to COUNTY pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

6. **LIMITATION OF LIABILITY**

6.1 **Warranty Disclaimer.** Except as expressly provided herein, GRANICUS' services, software and deliverables are provided "as is" and GRANICUS expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. GRANICUS does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, GRANICUS' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 **Limitation of Liabilities.** To the maximum extent permitted by applicable law, GRANICUS 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 GRANICUS' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)

7. **CONFIDENTIAL INFORMATION & OWNERSHIP.**

7.1 **Confidentiality Obligations.** Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this

Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of COUNTY.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM AND TERMINATION

8.1 The term of this Agreement is from July 1, 2014 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement.

8.2 Termination. During this term of this Agreement, COUNTY may terminate the Agreement for any reason by giving written notice of termination to GRANICUS at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided to the date of termination.

8.3 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) COUNTY's right to access or use the Granicus Solution, including Granicus Software, terminates and GRANICUS has no further obligation to provide any services;

(b) COUNTY has the right to keep any purchased hardware, provided that COUNTY removes and/or uninstalls any Granicus Software on such hardware. However, if COUNTY has received hardware as part of a Granicus Open Platform Suite solution ("Open Platform Hardware"), COUNTY understands that upon termination of this Agreement, COUNTY shall immediately return the Open Platform Hardware to Granicus, Inc. The Open Platform Hardware must be returned within fifteen (15) days of termination, and must be in substantially the same condition as when originally shipped, subject only to normal wear and tear; and

(c) COUNTY shall immediately return the Granicus Software and all copies thereof to GRANICUS, and within thirty (30) days of termination, COUNTY shall deliver a written certification to GRANICUS certifying that it no longer has custody of any copies of the Granicus Software.

8.4 Obligations Upon Termination. Upon any termination of this Agreement:

(a) The parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) The provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the Agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) Pursuant to the Termination or Expiration Options Regarding Content, GRANICUS shall allow the COUNTY limited access to COUNTY's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. COUNTY shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) GRANICUS has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in GRANICUS' opinion is likely to become, the subject of an infringement claim, GRANICUS may, at its option and sole discretion, (i) obtain for COUNTY the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if GRANICUS determines that neither of the foregoing options are reasonably available, GRANICUS may cease providing the applicable services or require that COUNTY cease use of and destroy the Granicus Software. In that event, and provided that COUNTY returns or destroys (and certify to such destruction of) all copies of the Granicus Software in COUNTY's possession or control, if any, GRANICUS will refund to COUNTY all license fees paid by COUNTY under the current Agreement.

10. MISCELLANEOUS.

10.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

10.2 Governing Law. The laws of the State of California shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

10.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

10.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

10.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

10.6 Closed Captioning Services. COUNTY and GRANICUS may agree that closed captioning or transcription services will be provided by a third party 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 independent third party.

10.7 Authority. Any individual executing this Agreement on behalf of COUNTY or GRANICUS represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

10.8 All notices and other communications required or permitted under this Agreement must be in writing and must be hand delivered or sent by registered mail, postage prepaid or by overnight courier service. Such notices or other communications shall be effective upon receipt if hand delivered, and ten (10) business days after mailing (or, for overnight courier, the number indicated in the mailing instructions) if sent, in the case of COUNTY, to the address set forth below and, in the case of GRANICUS to its principal executive offices to the attention of the Chief Executive Officer, or at such other address for a party as may be specified by like notice.

To GRANICUS, INC: Granicus, Inc.
 Attn: Tom Spengler, CEO
 600 Harrison St., Suite 120
 San Francisco, CA. 94107

To the COUNTY: County of Monterey
 Information Technology Department
 1590 Moffett Street
 Salinas, Ca. 93905
 Attn.: Sarah House

11. CONFLICT OF INTEREST. GRANICUS covenants that GRANICUS, its responsible officers, and its employees having major responsibilities for the performance of work under the Agreement presently have no interest and during the term of the Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of GRANICUS's services under this Agreement.

12. INDEMNIFICATION. GRANICUS shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by GRANICUS and/or its agents, employees or sub-contractors while on COUNTY site, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for COUNTY. GRANICUS shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which GRANICUS is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

13. INSURANCE.

13.01. Evidence of Coverage: Prior to commencement of this Agreement, GRANICUS shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, GRANICUS upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to COUNTY's Contracts/Purchasing Department, unless otherwise directed. GRANICUS shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of GRANICUS.

13.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY's Purchasing Manager.

13.03 Insurance Coverage Requirements: Without limiting GRANICUS 's duty to indemnify, GRANICUS shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the GRANICUS shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

13.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date GRANICUS completes its performance of services under this Agreement.

Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for GRANICUS and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officer, agents, and employees as Additional Insureds with respect to liability arising out of the GRANICUS's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by GRANICUS'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by COUNTY, GRANICUS shall file certificates of insurance with COUNTY's contract administrator and COUNTY's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. GRANICUS shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

GRANICUS shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify GRANICUS and GRANICUS shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by GRANICUS to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

14. LEGAL, REGULATORY COMPLIANCE

14.1 This Agreement and all operations hereunder by GRANICUS and COUNTY shall be subject to all applicable laws. GRANICUS shall comply with all applicable laws in fulfilling its obligation under this Agreement.

14.2 GRANICUS will give COUNTY immediate written notice of any violation of applicable laws.

15. This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Support Information
- Exhibit C: Trademark Information
- Exhibit D: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the COUNTY and GRANICUS have executed this Agreement as of the day and year written above.

COUNTY OF MONTEREY

By: *Debra Bayard*
Debra Bayard, MS
Deputy Purchasing Agent
Contracts/Buying Manager

Date: 7/1/14

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: *ALPDS ORLEN 14-611 N035*
[Signature]
County Counsel *6/29*

Date: 063014

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 7-1-14

GRANICUS

By: _____
(Signature of Chair, President, or Vice-President)*

Emory Jones, Vice President
Name and Title

Date: 6/4/14

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

Emory Jones CFO
Name and Title

Date: 6/4/14

EXHIBIT A

PROPOSAL

Total Monthly Maintenance For Managed Services

Product	Monthly Cost
Agenda Parser – Parser support & maintenance	\$125.00
Agenda Integration – Agenda partner integration support	\$150.00
Audio Podcasting Services	\$200.00
Document Templates – Support & maintenance	\$100.00
MinutesMaker – Support and maintenance	\$275.00
Outcast Encoder support & maintenance	\$80.00
Stream Replicator – Support & maintenance	\$180.00
Bandwidth & Storage – for video streaming	\$500.00
Subtotal Monthly – Managed Services	\$1,610.00
3% Discount	\$48.30
Total Revised Monthly Managed Services	\$1,561.70

MGTVonline.com Webpage Support	
Original Programming Portal – Integration support & maintenance	\$107.20
3% Discount	\$3.22
Total Revised Monthly Managed Service for Webpage Support	\$103.98

Agenda Management and Open Platform	
Software as a Service Hosted licensing	Monthly Cost
Legistar Enterprise (Hosted)	
Agenda Workflow, Tracking, and Management	
InSite public Web Portal	\$1,960.00
Disaster Recovery Module	
Transition to Granicus Open Platform, Government	
Transparency & Meeting Efficiency	
Onsite Encoding Server w/ability to stream to mobile devices.	
Unlimited meeting bodies with indefinite retention schedules	
Word addin integration for minutes annotation iLegislate – Ipad	\$700.00
Agenda Notation for members.	
Granicus Citizen Participation Suite	\$400.00
Subtotal– Legistar Enterprise, Open Platform, and Citizen Participation Suite	\$3,060
3% Discount	\$91.80
Total Monthly – Legistar Enterprise, Open Platform, and Citizen Participation Suite	\$2,968.20

Invoices will be submitted to County on a quarterly in the amount of \$13,901.64. The maximum yearly amount under this Agreement will be as follows:

Term	Monthly	Yearly Cost
July 1, 2014 – June 30, 2015	\$4,633.88	\$ 55,606.56
July 1, 2015 – June 30, 2016	\$4,633.88	\$ 55,606.56
July 1, 2016 – June 30, 2017	\$4,633.88	\$ 55,606.56
July 1, 2017 – June 30, 2018	\$4,633.88	\$ 55,606.56
July 1, 2018 – June 30, 2019	\$4,633.88	\$ 55,606.56
Total Agreement Amount		\$ 278,032.80

EXHIBIT B

SUPPORT INFORMATION

1. **Contact Information.** The support staff at GRANICUS may be contacted by the COUNTY at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) **Mailing Address.** Mail may be sent to the support staff at GRANICUS headquarters, located at 600 Harrison St., Suite 120, San Francisco, California, 94107.

(b) **Telephone Numbers.** Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 655-2400 from 8:00 AM to 7:00 PM Pacific time. After hours or in case of a technical support emergency, the support staff may be reached at (415) 655-2414, twenty-four (24) hours a day, seven (7) days a week.

(c) **Internet and E-mail Contact Information.** The website for GRANICUS is <http://www.granicus.com>. E-mail may be sent to the support staff at support@granicus.com.

2. **Recognized COUNTY Representatives.** GRANICUS strives to provide unparalleled support to its COUNTYs by ensuring that COUNTY staff is properly educated and is prepared to maximize its Granicus Solution. Any COUNTY Representative who wishes to participate and receive GRANICUS customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a COUNTY Representative completes the training, that Representative will be recognized in GRANICUS' internal system as qualified to receive support and ongoing education services. All COUNTY Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. **Support Policy.** When GRANICUS received notification of an issue from COUNTY, a GRANICUS account manager or technical support engineer will respond directly to the COUNTY via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that GRANICUS receives the COUNTY's call or e-mail notifying GRANICUS of an issue or the documented time that Granicus notifies COUNTY there is an issue. GRANICUS reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. **Scheduled Maintenance.** Scheduled maintenance of the Granicus Solution will not be counted as downtime. GRANICUS will clearly post that the site is down for maintenance and the expected duration of the maintenance. GRANICUS will provide COUNTY with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, COUNTY will be provided as much advance notice, if any, as possible under the circumstances.

5. **Software Enhancements or Modifications.** COUNTY may, from time to time, request that GRANICUS incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, GRANICUS and COUNTY will use commercially reasonable efforts to perform all tasks in the Statement of Work ("SOW"). Upon COUNTY's request for such enhancements/modifications, COUNTY shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both

parties is deemed incorporated in this exhibit by reference. GRANICUS shall submit a cost proposal including all costs pertaining to furnishing the COUNTY with the enhancements/modifications.

5.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

5.2 Acceptance. COUNTY understands that all work contemplated by this exhibit is on a "time- and-materials" basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus' completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to COUNTY, COUNTY will provide GRANICUS with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. COUNTY agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

5.3 Title to Modifications. All such modifications or enhancements shall be the sole property of GRANICUS.

6. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND COUNTY'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

[End of Support Information]

EXHIBIT D

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark
Granicus®
MediaVault®
Mobile Encoder®
Outcast Encoder®
StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™
Intelligent Routing™
LinkedMinutes™
LiveManager™
MediaCenter™
MediaManager™
MeetingMember™
MeetingServer™
Simulcast Encoder™
VoteCast™
VoteCast™ Classic
VoteCast™ Touch

COUNTY Trademarks



EXHIBIT E

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by COUNTY or expiration of the Service Agreement, GRANICUS and COUNTY shall work together to provide COUNTY with a copy of its Content. COUNTY shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

Option 1: Video files on DVR and a compact disc (CD) that contains the index and clip name data in CSV or XML format will be created and sent to COUNTY. This option may result in an additional charge to COUNTY.

Option 2: Provide the Content via download from MediaManager or from a special site created by GRANICUS. This option shall be provided free of charge.

Option 3: GRANICUS shall provide the means to pull the content from the MediaVault in
in CSV or XML format. This option shall be provided free of charge.

COUNTY and GRANICUS shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. GRANICUS has the right to delete Content from its services after sixty (60) days.