



AGENDA ITEM NO.
B-1

COUNTY OF HUMBOLDT

For the meeting of: January 14, 2014

Date: December 31, 2013
To: Board of Supervisors
From: Phillip Smith-Hanes, County Administrative Officer *PH*
Subject: Agreement with Granicus, Inc. for Support Services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached agreement with Granicus, Inc. to provide support services for the County's public meeting software through the County Administrative Office Information Technology division; and
2. Authorize the Board Chair to execute the proposed agreement with Granicus, Inc. and any future amendments thereto.

SOURCE OF FUNDING:

Information Technology Internal Service Fund

Prepared by Jim Storm

CAO Approval *[Signature]*

REVIEW:

Auditor *MBH* County Counsel *Sm* Human Resources *KHOF* Other _____

TYPE OF ITEM:

Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Lovelace, Bohn, Fennell, Bass*
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Jan 14, 2014*

By: *[Signature]*
Kathy Hayes, Clerk of the Board

DISCUSSION:

Information Technology has been utilizing Granicus, Inc. for public meeting software support for the last three years. The prior agreement expired on July 1, 2013 and support services for the last six months have been provided on a month to month basis without a contract. The proposed agreement has a three year term and includes enhanced support for agenda management. The cost for the first six months of service is \$1,545/month and increases to \$2,035/month for the remainder of the contract. Staff recommends that the Board approve, and authorize the Chair to execute, the proposed agreement with Granicus, Inc

FINANCIAL IMPACT:

The cost of the agreement for fiscal year (FY) 2013-14 is \$9,270. This expense was anticipated and included in the Information Technology budget for FY 2013-14. The ongoing annual cost is \$24,420 and the full three year term totals to \$70,320. This agreement supports your Board's Strategic Framework by providing community appropriate levels of service and managing resources to ensure sustainability of services.

OTHER AGENCY INVOLVEMENT: None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may decide not to approve the proposed agreement with Granicus, Inc. However, this alternative is not recommended because the service is needed to insure that the County's public meeting software is supported.

ATTACHMENTS:

Support Services Agreement with Granicus, Inc.

**SUPPORT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GRANICUS INC.**

This Agreement entered into this 14th day of January, 2014 by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Granicus Inc., a California Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office, Information Technology Division, desires to retain a company to provide support services for the COUNTY's public meeting software.

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such support services and is unable to hire employees for the performance thereof; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform such support services.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

- A. Support Services. CONTRACTOR agrees to furnish the support services described in Exhibit A – Scope of Work, which is attached hereto and incorporated herein by reference. In providing such services and assistance, CONTRACTOR agrees to fully cooperate with the County Administrative Office, Information and Technology Division Director or designee thereof, hereinafter referred to as "DIRECTOR."
- B. Training Usage Policies. CONTRACTOR has established best practice training plans around the public meeting software used by COUNTY, and COUNTY is encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within sixty (60) days of the date of the first date of training per suite. Any purchased training not used during this sixty (60) day period will expire. If COUNTY feels that it is necessary to obtain more training after the initial sixty (60) day period, COUNTY may purchase additional training at that time.

2. TERM:

The term of this Agreement begins upon execution by both parties and shall remain in full force and effect for a period of three (3) years, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required by this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance,

regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

- B. Without Cause. After an initial ninety (90) day period, this Agreement may be terminated by either party without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation for Services Rendered Prior to Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.
- E. Effect of Termination. Upon the expiration or termination of this Agreement CONTRACTOR shall not have any further obligation to provide the support services.

4. COMPENSATION:

The maximum amount payable by COUNTY to the CONTRACTOR under this Agreement is Seventy Thousand Three Hundred Twenty Dollars (\$70,320). CONTRACTOR agrees to perform all support services required by this Agreement for an amount not to exceed such maximum dollar amount. The rates and costs shall be as set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all work completed. Invoices shall be in a format approved by, and shall include backup documentation as specified by, DIRECTOR and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice within thirty (30) days following the expiration or termination of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office
Information and Technology Division
839 Fourth Street
Eureka, California 95501

CONTRACTOR: Granicus Inc.
568 Howard Street
San Francisco CA 94105

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any reports, which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records relating to the support services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the support services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor CONTRACTOR's activities related to this Agreement, including the right to review and monitor records, programs or procedures related to this Agreement, at any time, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the support services performed by CONTRACTOR pursuant to this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state and/or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162 (collectively referred to herein as "HIPAA"), all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable laws or regulations.

11. WARRANTY DISCLAIMER:

CONTRACTOR represents that the support services provided hereunder will be performed in a good and workmanlike manner. Except as solely stated in the preceding sentence, CONTRACTOR hereby 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. CONTRACTOR does not warrant that the support services provided hereunder will be uninterrupted or error free. In the event of any interruption, CONTRACTOR's sole obligation shall be to use commercially reasonable efforts to restore such services.

12. 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 arising out of the support services provided hereunder, whether foreseeable or not, including, but not limited to: damages or costs relating to the loss of profits, revenues, goodwill and data, including, without limitation, loss of use or corruption of data; and damages or costs relating to the 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 the liability of CONTRACTOR and its suppliers and licensors exceed the amounts paid by COUNTY 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.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

14. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by local, state, and/or federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and/or federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

15. DRUG FREE WORKPLACE:

By signing this Agreement, CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement, which notifies employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program, which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by Government Code Section 8355(a)(3), that every employee who provides services hereunder will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future state contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

16. HOLD HARMLESS/INDEMNIFICATION:

A. Mutual Indemnity. Each party hereto shall indemnify, defend and hold harmless the other party and its officers, officials, employees, and volunteers, from and against any and all claims, demands, losses, damages, and liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with the performance of, or failure to perform, its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party.

B. Comparative Fault. Notwithstanding Paragraph A above, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees in such case.

17. INSURANCE REQUIREMENTS:

This contract shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which arise from, or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident,

including, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, non-owned and hired vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
5. Insurance Notices: County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in

accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees, and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other available remedies, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of such insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

18. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

19. COMPLIANCE WITH LAWS:

CONTRACTOR agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONTRACTOR further agrees to comply with all applicable local, state and federal licensure and certification requirements.

20. STANDARD OF PRACTICE:

CONTRACTOR warrants that CONTRACTOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under

similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be illegal, unenforceable, ineffective or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of the balance of this Agreement.

22. ASSIGNMENT:

CONTRACTOR shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain for supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties hereto and to each of their heirs, executors, administrators, successors and assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all information, writings, documents and/or reports concerning the subject matter of this Agreement submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such information, writings and documents for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents to COUNTY without exception or reservation. Nothing in this section shall be interpreted in a way that interferes with the proprietary rights of CONTRACTOR

27. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

29. MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONTRACTOR shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at all such interviews. All notices required by this provision shall be given to DIRECTOR.

30. INFORMATION TECHNOLOGY ASSURANCES:

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of the support services required by this Agreement shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all contract terms, including work performed by third parties under subcontracts whether approved by COUNTY or not.

32. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

33. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

34. SURVIVAL OF PROVISIONS:

The duties and obligations set forth in Section 2(D) (Compensation for Services Rendered Prior to Termination), Section 8 (Record Retention and Inspection), Section 10(A) (Disclosure of Confidential Information), Section 11 (Warranty Disclaimer), Section 12 (Limitation of Liabilities), Section 16 (Hold Harmless/Indemnification) and Section 21 (Severability) shall survive termination of this Agreement and continue in full force and effect.

35. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

36. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

37. AUTHORITY TO EXECUTE:

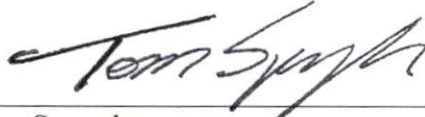
Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

In witness whereof, the parties have entered into this Agreement as of the date written above.


TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

GRANICUS INC.:


By: 
Tom Spengler
CEO

1/3/14
Date

By: 
Emery Jones
CFO

1/3/14
Date

COUNTY OF HUMBOLDT:

By: 
Rex Bohn
Chair, Board of Supervisors

Date 1-14-2014

APPROVED AS TO FORM:

By: 
Deputy County Counsel

1/8/14
Date

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst

1/9/14
Date

EXHIBIT A

SCOPE OF WORK

[The remainder of this page is left blank intentionally.]

Exhibit A

Support included with the Open Platform, Government Transparency, Meeting Efficiency, Legislative Management

Unlimited Customer Support: The foundation of our customer philosophy is demonstrated by our dedication to immediate support and unlimited access to the Granicus Customer Advocacy Team. Comprised of four specialty groups, this team ensures each client the highest level of success with their Granicus solution. The team combines Outside and Inside Advocates, who are expert trainers and client–relationship managers, with skilled Technical Support Representatives and Web Designers, who go behind the scenes to resolve outstanding issues. Personalized attention, incident response, and on–demand solutions drive our Customer Advocacy philosophy, which is committed to maintaining the technical integrity of every Granicus solution throughout its lifecycle.

Personalized Attention. Granicus Customer Advocacy philosophy dictates that each client is assigned an Advocate as part of their Managed Services. Advocates not only prepare clients to go live with our solution, they also proactively monitor their client’s progress. This is accomplished using a sophisticated customer success matrix that helps Advocates determine if their client needs additional training and/or services. As a client’s main point of contact for the longevity of the relationship, Advocates develop a unique understanding of the client’s processes, technical requirements and training needs. Advocates communicate this knowledge to the rest of the team to ensure smooth and accurate resolutions that meet the client’s satisfaction.

Rapid Incident Response. When issues arise, the Customer Advocacy team is standing by ready to deliver proactive advisory and responsive services. Advocates and Technical Support Representatives are all available by phone and email to provide technical and strategic incident management during regular business hours: 5am–7pm PST (Phone: 415.357.3618, Toll Free: 877.889.5495, or customercare@granicus.com). Granicus Customer Advocacy provides complete support for incident diagnosis and resolution. If a system problem involves complex support procedures, a Case (or help ticket) is created and sent to our support professionals for assessment. Throughout the resolution process, clients are updated with their Case status to guarantee timely and effective progress. Our dedicated support team devotes their complete attention and expertise to the Case until it is resolved and closed. We also provide 24–hour emergency phone support (415.655.2414) to safeguard our clients from any irregularities during evening meetings.

Customer Service Portal (<http://www.granicus.com/Services/Service.aspx>). Granicus Managed Services means a proprietary knowledgebase is just a few mouse clicks away. The Customer Service Portal (CSP) provides all clients with 24/7 access to on–demand support and mentorship. The CSP allows users to access documentation, research solutions to commonly encountered issues or post questions or comments in the User Forum. Additionally, clients may report problems by logging into our secure Portal and opening a Case online. Such Cases are instantaneously entered into the Granicus support queue for

quick and efficient problem isolation and response by our Technical Support Representatives. Additionally, clients may continue to expand their knowledge base by attending online classes offered through Granicus University™. These free, online training sessions are held weekly by our professional Advocates. Upon request, online classes may be specially customized to fit your organization's needs. Furthermore, Granicus offers an annual User Conference filled with innovative classes, collaborative learning and one-on-one training assistance.

EXHIBIT B

SCHEDULE OF RATES

[The remainder of this page is left blank intentionally.]

Exhibit B

Open Platform, Government Transparency, Meeting Efficiency, Legislative Management Scope of Work for Humboldt County

Item	Month	Monthly
Open Platform, Government Transparency, Meeting Efficiency, and Legislative Management Suite	1-6	\$1,545.00
Open Platform, Government Transparency, Meeting Efficiency, and Legislative Management Suite	7-36	\$2,035.00
Grand Total		\$70,320.00