

BOS AGREEMENT NO. **21-224-A1**

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 21-224**

This Amendment to BOS Agreement No. 21-224 is entered into this 28th day of February, 2023, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Granicus, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 21-224 was entered into on December 24, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to add the Order Form No. Q-238794, effective upon full execution and continues for 12 month, to the original BOS Agreement No. 21-224.

NOW, THEREFORE, we agree as follows:

1. The Order Form No. Q-238794, attached to this Amendment and incorporated herein by this reference, is hereby added to Exhibit A of BOS Agreement No. 21-224 for a 12-month period commencing upon the full execution of this Amendment.

All other terms and conditions of BOS Agreement No. 21-224 shall remain in full force and effect.

IN WITNESS WHEREOF**DEPARTMENT FISCAL REVIEW:**By: [Signature]
DEPARTMENT HEADDate: 01/20/2023Budgeted: ☒ Yes ☐ No

Budget Unit: BS

Line Item: 862189

Org/Object Code:

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINOBy: [Signature]
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORSDate: 02/28/2023**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/28/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 02/28/2023**INSURANCE REVIEW:**By: [Signature]
Risk ManagementDate: 01/20/2023**CONTRACTOR/COMPANY NAME**By: [Signature]
SIGNATUREDate: 1/30/2023**NAME AND ADDRESS OF CONTRACTOR:**Granicus
408 Saint Peters St. Suite 600
Saint Paul, MN 55102

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:**APPROVED AS TO FORM:**CHRISTIAN M. CURTIS,
County CounselBy: [Signature]
DeputyDate: 01/20/2023**EXECUTIVE OFFICE/FISCAL REVIEW:**By: [Signature]
Deputy CEO or DesigneeDate: 01/20/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____



GRANICUS

408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Order Form
Prepared for
Mendocino County CA

Granicus Proposal for Mendocino County CA

ORDER DETAILS

Prepared By: Eric Torres
Phone:
Email: eric.torres@granicus.com
Order #: Q-238794
Prepared On: 12/28/2022
Expires On: 12/25/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Send Agenda (Legistar) Set up and Config	Up Front	1 Each	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Send Agenda (Legistar)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$0.00



PRODUCT DESCRIPTIONS

Solution	Description
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to



subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Mendocino County CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-238794 dated 12/28/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Mendocino County CA	
Signature:	
Name:	GLENN MCGOURTY
Title:	Chair, Mendocino County Board of Supervisors
Date:	02/28/2023