



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
San Bernardino County CA

Granicus Proposal for San Bernardino County CA

ORDER DETAILS

Prepared By: Cale Brakke
Phone: (720) 892-0352
Email: cale.brakke@granicus.com
Order #: Q-135307
Prepared On: 04/15/2021
Expires On: 06/30/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 06/30/2021
Period of Performance: 07/01/2021 - 06/30/2022

The subscription includes the following domain(s) and subdomain(s):
<http://sbcounty.gov>

PRICING SUMMARY

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

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Communications Cloud	Annual	1 Each	\$88,613.56
SUBTOTAL:			\$88,613.56

PRODUCT DESCRIPTIONS

Solution	Description
Communications Cloud	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> • Unlimited email sends with industry-leading delivery and management of all bounces • Support to upload and migrate existing email lists • Access to participate in the GovDelivery Network • Ability to send mass notifications to multiple devices • 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support • Text-to-subscribe functionality • Up to 2 Web-hosted training sessions annually • Up to 50 administrators • Up to 1 GovDelivery account(s) • Access to a complete archive of all data created by the client for 18 months (rolling) • Up to 3 hours of message template and integration development • Up to 100 subscription topics • Up to 100,000 SMS/text messages per year from a shared short code within the United States* <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</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 if 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.

TERMS & CONDITIONS

- 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 San Bernardino County CA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- 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.
- This quote exercises Option Year 1 of 1

The Terms and Conditions of the Agreement dated 7/1/2020 are incorporated herein by reference



BILLING INFORMATION

Billing Contact:	Julianne Torres	Purchase Order Required?	<input type="checkbox"/> - No <input checked="" type="checkbox"/> - Yes
Billing Phone:	909-387-4919	PO Number:	
Billing Email:	julianne.torres@cao.sbcounty.gov	If PO required	

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

The pricing, terms, and conditions of quote Q-135307 dated 04/15/2021 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.

San Bernardino County CA

Signature:	
Name:	Leonard X. Hernandez
Title:	Chief Executive Officer
Date:	6/3/21



County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.

Department/Agency/Entity: County Administrative Office

Contact Name: Stephenie Shea

Telephone: 387-4919

Agreement No.: 20-491 Amendment No.: _____ Date of Board Item 6/23/20 Board Item No.: 39

Name of Contract Entity/Project Name: Granicus Email Subscription Services Renewal

Explanation of request/Special Instructions:

On 6/23/20 (Item No. 39), the Board of Supervisors approved Contract No. 20-491 with Granicus to provide hosted email subscription services for the period 7/1/20-6/30/21 for \$84,393.87, and authorized the Chief Executive Officer to renew the agreement for a one-year period, from 7/1/21-6/30/22, for \$88,613.56, upon a finding of satisfactory performance. The CEO finds that Granicus has maintained system reliability despite increased traffic due to COVID-19 response; and the system continues to be easy to use. Pursuant to the Board of Supervisor's authority, Amendment No. 1, in the form of a Proposal and New Order Form dated April 15, 2021, has been reviewed by County Counsel.

Insert check mark that the following required documents are attached to this request:

- ☒ Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- ☐ Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Penny Alexander-Kelley	Date Sent:
Reviewing County Counsel Use Only	Review Date <u>04-21-2021</u> Signature	Determination: ____ Within Scope of Delegated Authority ____ Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>6.2.2021</u> Signature Pamela Williams	Disposition: <input checked="" type="checkbox"/> Route for signature to: ____ Chair <input checked="" type="checkbox"/> CEO ____ Department ____ Return to Department for preparation of agenda item