

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM**  
3.20  
(ID # 3777)

**MEETING DATE:**

Tuesday, March 21, 2017

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Approve an Agreement with GovDelivery, Inc., to Provide Digital Network and Cloud Communications to Riverside County Employees and Constituents, Without Seeking Competitive Bids. [Districts: All]; [Total Cost: \$132,494 initially, not to exceed \$501,787 over 5 years- 100% RCIT ISF Operating Budget]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and authorize the Board Chairman to execute the Agreement with GovDelivery, Inc., to provide digital network and cloud communications for use by Riverside County employees and constituents, for an initial amount of \$132,494 with the option to renew for four additional annual renewals, not to exceed total amount of \$501,787 for five years; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to sign amendments: 1) that do not change the substantive terms of the agreement and 2) increase the compensation provisions not more than 10% of the total contract amount.

**ACTION: (Policy)**

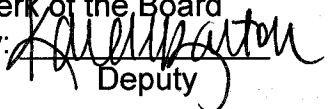
  
Steve Reneker, Chief Information Officer 3/8/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione and Washington  
Nays: None  
Absent: Ashley  
Date: March 21, 2017  
xc: RCIT, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$132,494	\$501,787	\$85,680 + 5% ann
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% RCIT Operating Budget</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	17/18-21/22

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The request before the Board is for digital network and cloud communications services with GovDelivery, Inc. The GovDelivery Communications Cloud is the only digital communications platform helping government inform, engage, and convert 150 million citizens to action via email, text messaging and social media. Unlike private sector marketing technology, the GovDelivery Communications Cloud is the only platform secure enough to be used exclusively by government and proven to double audiences within the first year through:

- Reducing Spam
- Dynamically segmenting the audience
- Adding personalization to improve open and click rates
- Automating message testing and sending
- Auto-initiating campaigns by schedule or activity.

GovDelivery Communications Cloud is software as a service solution that enables government organizations to connect with more people. By leveraging the Cloud, Riverside County is 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.

**Impact on Residents and Businesses**

This solution and the services offered will provide a vehicle for county departments and District offices to send mass emails to constituents of Riverside County with important information, such as: emergencies, resources, and assistance, which will benefit the county and constituents of Riverside County. This improved communication will result in improved community relations with local government and effective and efficient services to the citizens of our municipalities overall.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

<b>Description:</b>	<b>FY 17/18</b>	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>Total</b>
<b>One-time Costs:</b>						
Setup Fee	\$50,894					\$50,894

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Ongoing Costs:						
Annual Subscription	\$81,600	\$85,680	\$89,964	\$94,463	\$99,186	\$450,893
Total Costs	\$132,494	\$85,680	\$89,964	\$94,463	\$99,186	\$501,787

**Contract History and Price Reasonableness**

The cost structure is consistent with that of the Riverside County Sheriff Department and Orange County for similar services. RCIT negotiated a 5 percent annual inflator, which includes a free trial period for the 1<sup>st</sup> District Supervisor's office.

**ATTACHMENTS:**

- 1) Service Agreement with GovDelivery, Inc.
- 2) Sole Source Justification Form.
- 3) H11

  
Jennifer Sargent, Principal Management Analyst

3/15/2017

  
Lisa Brandl, Director of Purchasing and Fleet Services

3/15/2017

  
Gregory Priarios, Director County Counsel

3/15/2017



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

<b>H11 Number:</b>	PR2017-05210					
<b>Requested Purchase:</b>	Riverside County Communications Cloud /GovDelivery					
<b>Department/Agency:</b>	Information Technol					
<b>Primary Contact/Phone:</b>	Louis Arul Dass			<b>Alternate Contact/Phone:</b>		
<b>Purchase Request Type:</b>						
<b>Describe Requested Purchase:</b>	<p>Communications are the foundation of the citizen experience. Government organizations are increasingly challenged with reaching their audiences at a scale and time that matters. Government organizations are quickly recognizing the need to re-strategize their outreach offerings to address rising expectations around speed, relevancy, and convenience. In a connected and customer-centric world, meeting audience needs at every step of the way requires technology that is built to drive awareness, increase involvement, and transform services.</p> <p>Government organizations with the tools they need to inform, engage, and convert audiences to action with a single, cloud-based application: the GovDelivery Communications Cloud (the Cloud). Enhanced by the network and additional services which complement one another, the Cloud provides government organizations with a communications service which allows website visitors to subscribe for information that is important to them. GovDelivery users leverage the Cloud to develop and disseminate content to the public, enabling government organizations to effectively, efficiently, and economically serve stakeholders worldwide. The result for government organizations using GovDelivery is safer lives, happier commuters, healthier families, and better government. GovDelivery is a \$100.00 annually</p>					
<b>Terms:</b>	<p>Is this a Multi Year Contract?: True</p> <p>Length of Contract: 5</p> <p>Start Date: 12/1/2017</p> <p>End Date: 11/30/2022 12:00:00 AM</p> <p>Special Terms and Conditions:</p>					
<b>Business Needs Addressed:</b>	GovDelivery (the Cloud) is a Service solution software that enables government organizations to connect with their audiences through a variety of mediums, including email, text messages, RSS feeds, and social media integrations to connect with its target internal audiences.					
<b>Are there other county systems that provide similar functionality?</b>						No
<b>Business Criticality:</b>	, Grow the Business					
<b>Business Impact:</b>	Support Customer Service, Improve Customer Service, Improve Operational Efficiencies					
<b>Itemization (Include all the year 1 cost)</b>						
<b>Item Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Sub_Total</b>	<b>Item Tax</b>	<b>Total Cost</b>	
Riverside County Communications Cloud / GovDelivery	1	\$129,650.82	\$129,650.82		\$129,650.82	
<b>Annual Costs</b>						
<b>Item Description</b>	<b>Terms (in Years)</b>	<b>Payment amount</b>	<b>Total Annual Payments</b>			
GovDelivery	5.00		\$81,600.00			
<b>Subtotal Annual Costs:</b>			<b>\$81,600.00</b>			
<b>Accounting String</b>						
To be completed for all purchases that will be processed by RCIT Only						
<b>%Billed</b>	<b>Accounts (6 digits)</b>	<b>Program (6 digits)</b>	<b>Class (5 digits)</b>	<b>Grant (9 digits)</b>	<b>Customer Project Code (10 digits)</b>	



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

Department Head Signature: Louis Arul Doss (or Authorized designee)	Date: 2/24/2017 10:37 AM
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### RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status

Recommended:	By:	Date:
Denial Explanation:		

### ACIO Review (Non standard purchases and renewals between \$0K and \$100K) - ACIO Review Status

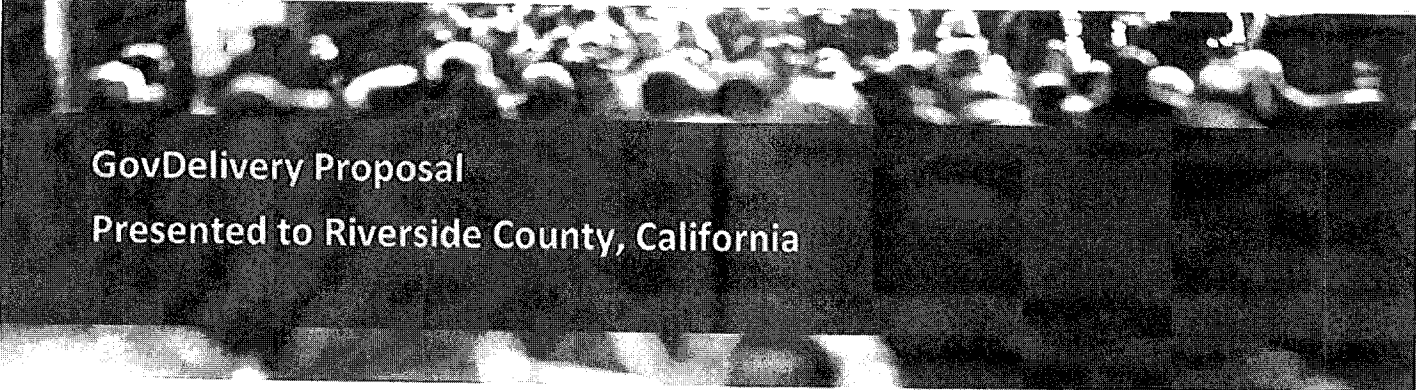
Recommended:	BY:	Date:
Denial Explanation:		

### CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended: YES	By: <i>[Signature]</i>	Date: 2/27/17
Denial Explanation:		

### TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended: YES	By: <i>[Signature]</i>	Date: 3/2/17
Denial Explanation:		



# GovDelivery Proposal Presented to Riverside County, California

## CAPABILITIES OVERVIEW

Communications are at the foundation of the citizen experience. Government organizations are increasingly challenged with reaching their audiences at a scale and time that matters. Government organizations are quickly recognizing the need to re-strategize citizen service offerings to address rising expectations around speed, relevancy, and convenience. In a connected and customer-centric world, meeting audience needs at every step of the way requires technology that is built to drive awareness, increase involvement, and transform services.

GovDelivery provides government organizations with the tools they need to inform, engage, and convert audiences to action with a singular, cloud-based application: the GovDelivery Communications Cloud (the Cloud). Enhanced by the proprietary GovDelivery Network and additional services which complement one another, the Cloud provides government organizations with a digital communications service which allows website visitors to subscribe for information that is important to them. GovDelivery users leverage the Cloud to develop and disseminate content to the public, enabling government organizations to effectively, efficiently, and economically serve stakeholders worldwide.

The result for over 1,800 government organizations using GovDelivery is safer lives, happier commuters, healthier families, and better government. Reach audiences, engage them through relevant outreach channels, and convert them to action.

## ADDITIONAL CAPABILITIES AND SERVICES



FedRAMP  
Enhancement



Advanced  
Cloud Module



GovDelivery  
Connect



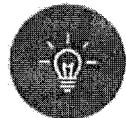
SMS  
Messaging



Targeted  
Messaging



Interactive  
Text Messaging



Digital  
Engagement Services



GovDelivery  
Open Data



GovDelivery  
Learning

## DIFFERENTIATORS

- GovDelivery offers a FedRAMP compliant digital cloud communications platform and has gained multiple additional federal and international security certifications
- The platform is designed for government organizations and ensures uncompromised, industry leading message deliverability and robust automation tools
- The GovDelivery Network of more than 130 million digitally engaged citizens helps government organizations connect with one another, cross-promote content, and drive massive audience growth

GovDelivery Proposal Presented to  
Riverside County, California

**SUBSCRIPTION DETAILS**

PERIOD OF PERFORMANCE

Subscription Period: 7/1/2017 – 6/30/2018

Implementation will begin on 4/1/2017 with a signed agreement by 3/31/2017.

SCOPE AND TERMS

Scope: Riverside County

The existing Riverside County Internal Cloud subscription will be included in the full Riverside County implementation. The price for the remaining term of the internal subscription will be credited back on a prorated basis.

If the signed agreement is completed by 3/31/2017, up to five (5) Riverside County Board Members may utilize the current internal subscription from the date of the signed agreement until 7/1/2017 at no additional cost.

Terms: <http://www.govdelivery.com/pdfs/subscription-agreement.pdf>

IMPLEMENTATION AND ONGOING SUPPORT

Implementation, training, and ongoing customer support services are included with the GovDelivery subscription. The implementation process takes six to twelve weeks, on average, depending on the availability of Riverside County. Implementation includes:

- Access to an implementation consultant for up to 90 days
- Ongoing unlimited access to existing Web-based recorded trainings on Standard Messaging, the GovDelivery Network, Automation, Mobile, and Analytics
- Up to 2 Web-hosted training sessions within 180 days of kickoff
- Up to 5 hours of message template and integration development within 90 days of kickoff

**SOLUTION INCLUSIONS**

COMMUNICATIONS CLOUD

The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, Riverside County 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.

INCLUSIONS:

- Unlimited email sends with industry-leading delivery and management of all bounces
- Unlimited Subscribers
- 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
- 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 Riverside County 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 (International numbers are not supported) SMS/text messages not used in the Period of Performance will not carry over to the following year

COMMUNICATIONS CLOUD DETAILS:

The subscription includes the following domain(s) and sub-domain(s): <http://www.countyofriverside.us/>

GovDelivery Proposal Presented to  
Riverside County, California

**PRICING**

SOLUTION TITLE: Riverside County Communications Cloud	ONE-TIME SETUP FEE: \$50,893.92	ANNUAL FEE: \$81,600.00	TOTAL: \$132,493.92
SOLUTION TITLE: Riverside County Internal Communications Cloud Credit for the period of 7/1/2017 – 9/7/2018		PRORATED FEE CREDIT: (\$2,843.10)	TOTAL: (\$2,843.10)
<b>Total Price for Period of Performance:</b>			<b>\$129,650.82</b>

CONSIDERATIONS

- All fees are due at the beginning of the Period of Performance. Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This proposal is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Riverside County's responsibility to provide applicable exemption certificate(s).
- Annual increases for the same service(s) shall not exceed five percent (5%).

**AGREEMENT AND ACCEPTANCE**

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

RIVERSIDE COUNTY

BILLING INFORMATION

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_





STEVE RENEKER  
Chief Information Officer

DAVE ROGERS  
Chief Technology Officer

## MEMORANDUM

LOUIS RAJA ARUL DOSS, ACIO  
Enterprise Applications Bureau  
VEVA HARGUINDEGUY, ACIO  
Converged Communications Bureau  
JIM SMITH, ACIO  
Technology Services Bureau

**To:** Board of Supervisors/Purchasing Agent **Date:** March 14, 2017  
**Via:** RCIT, Procurement Contract Specialist  
**From:** Steve Reneker, Chief Information Officer  
**Subject:** Sole Source Procurement for GovDelivery Communications Cloud Software as a Service subscription.

The below information is provided in support of my Department requesting approval for a sole source.

- 1. Supplier being requested:**  
GovDelivery, Inc.
- 2. Vendor ID:** 0000067082
- 3. Supply/Service being requested:**  
Communications Cloud (the Cloud), Software as a Service (SaaS). GovDelivery's SaaS platform facilitates government agencies to drive more traffic to their resources, send more people to their programs, and connect with hard to read audiences, build communities around open data, drive new audiences to their data, and improve awareness of open data benefits.
- 4. Alternative suppliers that can or might be able to provide supply/service and extent of market research conducted:**  
RCIT conducted online research of other potential vendors. According to Hoovers.com and Bloomberg.com, there are no major market competitors that provide this service solely to the government, its customers and constituents. RCIT also requested information from the Riverside County Sheriff department who maintains an existing contract with GovDelivery for services as a sole source. The Sheriff department was able to locate companies (TrackedContent and Femtoo) who provide similar service, however, these companies provide service to any hosted website, and are not specific to public sector or local government agencies that connect national, regional, or local government agencies with its constituents.

**5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

Digital communications cloud platform is exclusively for government which no other suppliers can provide. Information Security Officers have reviewed and approved this application safe to use in the county. GovDelivery uses flexible architecture wherein all features cooperate, but each feature can be deployed and used on its own by placing a link on the web page, or, in the case of administrative functions, by visiting a specific URL. While individual features offered through GovDelivery can be found separately in other offerings and applications, GovDelivery's unique architecture offers a comprehensive combination package of services and benefits that are not available through any other solution. In addition, GovDelivery is the sole provider of this feature set to the public sector.

**6. Reasons why my department requires these unique features and what benefit will accrue to the county:**

The key benefits of this link-based integration approach are: speed of deployment (no hardware/software installation or programming required), uniform appearance across one or more of county's department websites/portals, ease of administration and maintenance, control of where, when, and how every aspect of GovDelivery functionality is used on the website/portal. This patent-pending technology enables complete integration through the use of HTML links.

RCIT does not own or contract with an existing software or architecture that provides this service. GovDelivery is the only comprehensive digital subscription management platform designed exclusively for the public sector.

**7. Period of Performance: From July 1, 2017 to June 30, 2022 (total number of years)**

Is this an annually renewable contract?  No  Yes

Is this a fixed-term agreement:  No  Yes

**8. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Total
<b>One-time Costs:</b>						
Setup Fee	\$50,894					\$50,894
<b>Ongoing Costs:</b>						
Annual Subscription	\$81,600	\$85,680	\$89,964	\$94,463	\$99,186	\$450,893
<b>Total Costs</b>						\$501,787

**9. Price Reasonableness:**

The price charged is in line with the price charged to Riverside County Sheriff Department and Orange County for similar services. RCIT negotiated the uplift cost from 10% annually down to 5% annually. Also include a free trial period for District 1 Supervisor's office.

10. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain)?

No. Should the County decide not to use this service; the County can cancel prior to the renewal period.

11. Projected Board of Supervisor Date (if applicable):

March 14, 2017

Steve Reneker 3/6/17  
Steve Reneker, Chief Information Officer Date

Purchasing Department Comments:

Approve      Approve with Condition/s      Disapprove  
Not to exceed: \$ 501,787.00 total - See # 8 for details  
 One time       Annual Amount through 06/30/2022

Lisa Biardell      3/8/17      17-212  
Purchasing Agent      Date      Approval Number  
(Reference of Purchasing Documents)

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147

Contract Number: ITARC-20890-001-06/22

Thank you.

**Master Subscription Agreement**

This Master Services Agreement ("**Agreement**") is entered into and effective July 1, 2017 ("**Effective Date**") by and between Riverside County, California ("**Riverside County**" or "**Client**") and GovDelivery, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**GovDelivery**"). Client and GovDelivery may each be referred to herein as "**Party**" or collectively as "**Parties**".

**1. Definitions**

"**Advanced Network Subscribers**" shall refer to the clients added to the Client's audience via the Advanced Network.

"**Exhibit**" means any exhibit referenced herein and attached hereto.

"**Extension Term**" shall have the same meaning specified in Section 7.2.

"**Fees**" mean the fees charged by GovDelivery for the GovDelivery Products and Services as identified on each Order or SOW and, unless otherwise stated in the Order of SOW, invoice upon commencement of the Period or Performance.

"**GovDelivery Products and Services**" means the products and services made available to Client pursuant to this Agreement on a subscription basis and as identified in each Order.

"**Initial Term**" shall have the meaning specified in the Order between GovDelivery and Client.

"**Order**" means a written order or purchase document in which GovDelivery agrees to provide and Client agrees to purchase specific GovDelivery Products and Services.

"**Period of Performance**" means the time covered by any Order or SOW under this Agreement.

"**SaaS**" or "**Software-as-a-Service**" means the GovDelivery application software accessible for use by Client on a subscription basis as part of GovDelivery Products and Services, as set forth on each order.

"**Statement of Work**" or "**SOW**" means a document or proposal that is signed by both Parties and describes the GovDelivery Products and Services to be provided and/or performed by GovDelivery. Each SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the GovDelivery Products and/or Services.

"**Support**" means the ongoing support and maintenance services performed by GovDelivery related to the SaaS.

**2. Ordering and Scope**

**2.1. Ordering GovDelivery Products and Services.** Client and GovDelivery may execute one or more Orders or SOWs related to the sale and purchase of GovDelivery Products and Services. An Order or SOW will generally include an itemized list of the GovDelivery Products and Services as well as

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the Period of Performance for such services. Any Order or SOW dated on or after the Effective Date shall be governed by this Agreement regardless of any pre-printed legal terms on such Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Support related to GovDelivery SaaS products is included within the Fees paid during the Period of Performance. GovDelivery may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.

**3. Use of GovDelivery Products and Services and Proprietary Rights**

- 3.1. GovDelivery Subscription Services.** The GovDelivery Products and Services are purchased by Client as subscriptions during a Period of Performance specified in each Order or SOW. Additional GovDelivery Products and Services may be added during a Period of Performance as described in Section 2.1.

**3.2. Permitted Use.**

- 3.2.1. Data Sources.** Data uploaded into GovDelivery must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into GovDelivery without GovDelivery's written permission and professional services support for "list cleansing". GovDelivery may require that any subset of data go through a cleansing process to support end users re-confirmation of data and contact interests. This typically occurs with large data sets and old data sets where contact information is not recently verified.

- 3.2.2. Content.** Client can only use GovDelivery to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a GovDelivery license. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by GovDelivery.

- 3.2.3. Subscriber Information.** Data provided by Client and contact information gathered through Client's own Web properties or activities will remain the property of Client, including any and all personally identifiable information (PII). GovDelivery will not release the data without the express written permission of Client, unless required by law.

- 3.2.4. GovDelivery Products and Services.** GovDelivery shall maintain sole ownership of the GovDelivery system and all modifications made to the system, regardless of whether these modifications are made specifically to accommodate Client's content within GovDelivery.

- 3.2.5. Advertising.** GovDelivery's Solutions shall not be used for any product sales or advertising unless approved in writing, in advance, by GovDelivery. GovDelivery's financial viability depends on its ability to charge users for access to the GovDelivery Network for building digital audiences, GovDelivery reserves the right to request the details of any agreement between Client and a third party that compensates Client for the right to have information included in messages sent through the Solution prior to approving the presence of Advertising within GovDelivery.

**3.3. Restrictions.** Client shall not:

- 3.3.1.** Access or use any portion of the SaaS, except as expressly allowed by this Agreement.
- 3.3.2.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the SaaS.
- 3.3.3.** Use the SaaS for any unlawful purposes.
- 3.3.4.** Export or allow access to the SaaS in violation of U.S. laws or regulations.

- 3.3.5. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the SaaS, or any portion thereof.
- 3.3.6. Modify, adapt, or use the SaaS to develop any software application intended for resale which uses the SaaS in whole or in part.

**4. Payment**

- 4.1. **Fees.** All fees will be included in each Order or SOW and are due at the beginning of the Period of Performance. GovDelivery reserves the right to suspend any GovDelivery Products and Services should there be a lapse in payment. A lapse in the subscription will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. **Disputed Invoiced Amounts.** Client shall provide GovDelivery with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days receipt of invoice for said amount(s) at issue. GovDelivery will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide GovDelivery with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. **Price Increases.** Any price increases shall be provided by GovDelivery to Client at least thirty (30) days prior to the end of the then current Period of Performance end date. Annual increases for the same service(s) shall not exceed five percent (5%).

**5. Disclaimer**

All precautions that are standard in the industry are taken in order to increase the likelihood of a successful delivery; however, GovDelivery makes no representation or warranty regarding the delivery of messages. Except as stated in this agreement, GovDelivery Products and Services are provided "AS IS" and as available. EXCEPT AS STATED IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GOVDelivery DOES NOT WARRANT THAT THE SAAS OR GOVDelivery PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

**6. Confidential Information and Data**

- 6.1. **Confidential Information.** In the event that GovDelivery Products or Services will be used to store and/or send legally confidential information, GovDelivery must be notified in writing, in advance or the storage or sending. GovDelivery recommends that confidential or sensitive information be stored behind a secure interface and that GovDelivery Products or Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by GovDelivery on their behalf.
- 6.2. **Return of Confidential Information.** Upon request of the disclosing Party, termination, or expiration of this Agreement, the receiving Party shall, to the extent commercially practicable, destroy the disclosing Party's Confidential Information and, at the disclosing Party's request, certify the same.

**6.3. Advanced Network.** Subscribers added to Client's audience via the GovDelivery Advanced Network are available for use only while Client is under an active subscription with GovDelivery. Network Subscribers will not transfer to Client upon termination of any GovDelivery agreement. Client shall not use or transfer any of the Network Subscribers after termination of its contract with GovDelivery. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the contract with GovDelivery terminating.

During the last 30 calendar days of Client's contract with GovDelivery, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with GovDelivery terminating and that the Network Subscribers may visit 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 Client upon termination.

## **7. Term and Termination**

**7.1. Term of Agreement.** The term of this Agreement shall begin on the Effective Date and continue through the latest end date of any Order or SOW under this agreement, or as stated in Appendix A, unless otherwise terminated as provided in this Section 7.

**7.2. Subscription Periods of Performance.** Each individual Order or SOW will specify a Period of Performance. The subscription will terminate at the end of the Period of Performance identified within each Order or SOW, unless either extended or earlier terminated by written amendment sent to the other party or as provided in this Section 7.

**7.3. Effect of Termination.** If the parties agree to terminate the Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders, SOWs, and/or purchase documents shall immediately terminate as of the Agreement termination date. Client shall be entitled to a pro-rated refund for the remaining term of the internal subscription of any prepaid fees upon termination.

**7.4. Termination for Cause.** The non-breaching Party may terminate this Agreement, if the other Party is in material breach of this Agreement and fails to cure such breach within 30 days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage or any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. GovDelivery may, without liability, immediately suspend or terminate any or all Orders, SOWs, or purchase document issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

**7.5. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Client shall immediately pay to GovDelivery all Fees due to GovDelivery through the date of expiration or termination.

**7.6. Survival.** All rights granted hereunder shall terminate the latter of the termination or expiration date of the Agreement, Order, or SOW.

## **8. Limitation of Liability**

- 8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER BE LIABLE FOR SPECIAL, INDIRECT, PUNITVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GOVDELIVERY SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; OR (D) FOR ANY MATTER BEYOND GOVDELIVERY'S REASONABLE CONTORL, EVEN IF GOVDELIVERY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.
- 8.2. LIMITATION OF LIABILITY.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GOVDELIVERY PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PROCEEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

**9. General**

- 9.1. Relationship of the Parties.** GovDelivery and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 9.2. Subcontractors.** GovDelivery agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent GovDelivery would be responsible if committed directly by GovDelivery.
- 9.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 9.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, GovDelivery retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third party suppliers.
- 9.5. Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 9.6. Assignment.** Neither party may assign this Agreement, without the prior written consent of the other party. For purposes of this section, the term "assign" and "assignment" shall include, without limitation, any assignment (by operation of law or otherwise) to any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger,



stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

- 9.7. No Third Party Beneficiaries.** Subject to Section 9.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third party beneficiaries to this Agreement.
- 9.8. Notice.** All notices under this Agreement shall: (a) be in writing and shall be addressed to the other Party at the mailing address set forth below, with a copy of any such notice being emailed to the email address set forth below on the same day that the notice is mailed. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

GovDelivery, LLC		Riverside County	
<b>ATTN:</b>	Contracts	<b>NAME:</b>	RCIT Procurement Team
<b>ADDRESS:</b>	408 St. Peter Street Suite 600 Saint Paul, MN 55102	<b>ADDRESS:</b>	3450 14 <sup>th</sup> Street Riverside, CA 92501
<b>PHONE:</b>	(651) 757-4154	<b>PHONE:</b>	951-955-3618
<b>EMAIL:</b>	<a href="mailto:Contracts@govdelivery.com">Contracts@govdelivery.com</a>	<b>EMAIL:</b>	RCIT-ProcurementTeam@Rivco.org

- 9.9. Force Majeure.** Neither Party shall be in breach of this Agreement solely due to breach caused by circumstances beyond the control and without the fault or negligence of the Party failing to perform. Such causes include but are not limited to acts of God, wars, fires, floods, and strikes.
- 9.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of California, without reference to the State's principles of conflicts of law. The parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Riverside County, California.
- 9.11. Entire Agreement.** This Agreement, together with all Exhibits, Orders, and SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. GovDelivery and Client agree that any and all Exhibits, Orders, SOWs, or other purchase documents are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Exhibits (excluding orders) hereto; (3) Orders; and (4) all other SOWs or other purchase documents.
- 9.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants GovDelivery the right to use Client's name and logo in customer lists and marketing materials.
- 9.13. Injunctive Relief.** GovDelivery is entitled to obtain injunctive relief if Client's use of GovDelivery Products and Services or SaaS is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

**GovDelivery, LLC**

**Riverside County, CA**

BY:

BY:

(Authorized Signature)

(Authorized Signature)

NAME: Dawn Kubat

NAME: John F. Tavaglione

(Print or Type Name of Signatory)

(Print or Type Name of Signatory)

TITLE: Director of Contracts and Sales Operations

TITLE: Chairman, Board of Supervisors

DATE:

DATE:

(Execution Date)

**MAR 21 2017**

(Execution Date)

FOR APPROVED COUNTY COUNSEL

BY:  NEAL R. KIPNIS

DATE 3/20/17

ATTEST:

KEQIA HARPER-IHEM, Clerk

BY:  DEPUTY

**Appendix A: Statement of Work and Pricing**

**1. Subscription Details:**

1.1 Period of Performance:

1.1.1 Subscription Period: 7/1/2017 – 6/30/2018

1.1.2 Implementation will begin on 4/1/2017 with a signed agreement by 3/31/2017.

1.2 Scope and Term:

1.2.1 The existing Riverside County internal Cloud subscription will be included in the full Riverside County implementation. The price for the remaining term of the internal subscription will be credited back on a prorated basis.

1.2.2 If the signed agreement is completed by 3/31/2017, up to five (5) Riverside County Board Members may utilize the current internal subscription from the date of the signed agreement until 7/1/2017 at no additional cost for external communications.

**2. Implementation and Ongoing Support:**

2.1 Implementation, training, and ongoing customer support services are included with the GovDelivery subscription. The implementation process takes six to twelve weeks, on average, depending on the availability of Riverside County.

2.2 Implementation includes:

2.2.1 Access to an implementation consultant for up to 90 days

2.2.2 Ongoing unlimited access to existing Web-based recorded trainings on Standard Messaging, the GovDelivery Network, Automation, Mobile, and Analytics

2.2.3 Up to 2 Web-hosted training sessions within 180 days of kickoff

2.2.4 Up to 5 hours of message template and integration development within 90 days of kickoff

**3. Solution Inclusions:**

3.1 Communications Cloud - The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, Riverside County 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.

3.2 Inclusions:

3.2.1 Unlimited email sends with industry-leading delivery and management of all bounces.

3.2.2 Up to 1 GovDelivery account(s).

- 3.2.3 Unlimited Subscribers.
- 3.2.4 Access to a complete archive of all data created by Riverside County for 18 months (rolling).
- 3.2.5 Support to upload and migrate existing email lists.
- 3.2.6 Up to 3 hours of message template and integration development.
- 3.2.7 Access to participate in the GovDelivery Network.
- 3.2.8 Ability to send mass notifications to multiple devices.
- 3.2.9 Up to 100 subscription topics.
- 3.2.10 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support.
- 3.2.11 Up to 100,000 SMS/text messages per year from a shared short code within the United States (International numbers are not supported) SMS/text messages not used in the Period of Performance will not carry over to the following year.
- 3.2.12 Up to 2 Web-hosted training sessions annually.
- 3.2.13 Up to 50 administrators.

3.3 Communications Cloud Details:  
 The subscription includes the following domain(s) and sub-domain(s):  
<http://www.countyofriverside.us/>

**4. Pricing:**

SOLUTION TITLE:	ONE-TIME SETUP FEE:	ANNUAL FEE:	TOTAL:
Riverside County Communications Cloud	\$50,893.92	\$81,600.00	\$132,493.92
SOLUTION TITLE:		PRORATED FEE CREDIT:	TOTAL:
Riverside County Internal Communications Cloud			
Credit for the period of 7/1/2017 – 9/7/2017		(\$2,843.10)	(\$2,843.10)
<b>Total Price for Period of Performance:</b>			<b>\$129,650.82</b>

**5. Considerations:**

5.1 All fees are due at the beginning of the Period of Performance. Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- 5.2 This proposal is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Riverside County's responsibility to provide applicable exemption certificate(s).
- 5.3 Annual increases for the same service(s) shall not exceed five percent (5%).