

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



**ITEM: 3.40  
(ID # 19385)**

**MEETING DATE:  
Tuesday, June 28, 2022**

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Master Subscription Agreement with GovDelivery, LLC, d/b/a Granicus for the renewal of GovDelivery digital network and cloud communications to Riverside County employees and constituents, effective July 1, 2022, through June 30, 2023, with the option to renew for five additional one-year periods with the annual amount not to exceed \$99,186. All Districts. [Six Year Total not to Exceed \$595,116, RCIT Budget – 100%]

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

1. Approve the Master Subscription Agreement with GovDelivery, LLC, d/b/a Granicus for the renewal of GovDelivery digital network and cloud communications to Riverside County employees and constituents, effective July 1, 2022, through June 30, 2023, with the option to renew for five additional one-year periods with the annual amount not to exceed \$99,186 and the six-year total not to exceed \$595,116, and authorize the Chairperson of the Board to sign three (3) copies of the same;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendment to exercise the renewal options through the term of the Agreement; and
3. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Information Technology Department for distribution.

**ACTION:Policy**


  
Jim Smith, Chief Information Officer 6/14/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 28, 2022  
xc: RCIT

Kecia R. Harper  
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	\$ 99,186	\$ 595,116	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RCIT Budget – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23 – 27/28	

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

**BACKGROUND:**

**Summary**

The request before the Board is for the approval of the Master Subscription Agreement with GovDelivery, LLC, d/b/a Granicus for the renewal of GovDelivery digital network and cloud communications to Riverside County employees and constituents, effective July 1, 2022, through June 30, 2023, with the option to renew for five additional one-year periods with the annual amount not to exceed \$99,186 and the six-year total not to exceed \$595,116.

GovDelivery is provided as a Software-as-a-Service (SaaS) solution that enables government organizations to connect with staff, service partners, and constituents. By leveraging the Cloud, Riverside County can utilize different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. This solution increases citizen engagement by posting a message across email, social media, and text messaging. GovDelivery digital network and cloud communications includes:

- Ability to send unlimited emails with delivery reports
- Support to upload and migrate existing email lists
- Ability to send mass notifications to multiple devices
- 24 hour 7 days per week system monitoring, e-mail, and phone support during business hours, auto-response to inbound messages from end users, and emergency support
- Access to a complete archive of all data created by the client for 18 months
- Up to 3 hours of message template and integration development

Granicus provides an instant network of 300 million citizen subscribers leading to audience growth and stronger engagement to easily deliver custom messages based on demographics, location, and interests. This solution is a FedRAMP, ISO 27001, and Cyber Essentials certified cloud technology specifically for government entities.

**Impact on Residents and Businesses:**

There is no negative impact on residence and business within the county. This solution and the services offered will provide a vehicle for county departments and district offices to send mass emails to employees and constituents of Riverside County with important information regarding emergencies, resources, and assistance, which benefit the county and constituents of Riverside County.

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**Additional Fiscal Information:**

The following table summarizes the annual cost of the Communications Cloud solution:

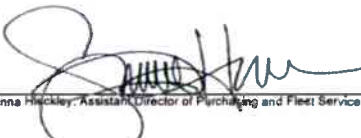
<b>Fiscal Year</b>	<b>Cost</b>
FY22/23	\$99,186.00
FY23/24	\$99,186.00
FY24/25	\$99,186.00
FY25/26	\$99,186.00
FY26/27	\$99,186.00
FY27/28	\$99,186.00
<b>TOTAL</b>	<b>\$595,116.00</b>

**Contract History and Price Reasonableness:**

On March 21, 2017 (Agenda No. 3.20), the Board of Supervisors approved the agreement with GovDelivery, Inc., to provide Digital Network and Cloud Communications to Riverside County employees and constituents. Granicus continues to provide cost structure consistent with other government agencies and the department negotiated with Granicus to waive the 5% annual uplift charge, which result in a total cost saving of \$113,271 through the term of the agreement. The County has the option to renew the agreement annually and can cancel the agreement prior to any renewal date.

**ATTACHMENTS:**

- A. Granicus Master Subscription Agreement No. ITARC-PSA-004328
- B. Sole Source Justification No. 158294101

  
Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

6/22/2022

  
Meghan Hahn, Senior Management Analyst

6/23/2022

  
Synthia M. Gurzel, Chief Deputy County Counsel

6/22/2022

### Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between the County of Riverside, a political subdivision of the State of California, (herein referred to as "COUNTY") and GovDelivery, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**").

COUNTY and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, COUNTY accepts this Agreement. In the event there is a conflict between this Agreement and any other contract COUNTY has for the Granicus Products and Services ("**Contract**"), the terms of the Contract shall prevail. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to COUNTY will be via email and posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

**"Agreement Term"** means the total time covered by the Initial Term and all Extension Terms for each Order, SOW or Exhibit under this Agreement, further specified in Section 7.1.

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

**"Extension Term"** any term that increases the length of the Initial Term of this Agreement.

**"Fees"** mean the fees charged by Granicus for the Granicus Products and Services as identified on each Order, SOW or Exhibit and, unless otherwise stated in each Order, SOW or Exhibit, invoiced upon commencement of the Order Term.

**"Granicus Products and Services"** means the products and services made available to COUNTY pursuant to this Agreement, which may include Granicus products, services, application software accessible for use by COUNTY on a subscription basis ("**SaaS**"), Granicus professional services, content from any professional services or other required equipment components ("**Required Hardware**"), as specified in each Order, SOW or Exhibit.

**"Initial Term"** shall have the meaning specified in the Order, SOW or Exhibit between Granicus and COUNTY for the first duration of performance that COUNTY has access to Granicus Products and Services.

**"Order"** means a written order, proposal, or purchase document in which Granicus agrees to provide and COUNTY agrees to purchase specific Granicus Products and Services.

**"Order Term"** shall mean the then-current duration of performance identified on each Order, SOW or Exhibit, for which Granicus has committed to provide, and COUNTY has committed to pay for, Granicus Products and Services.

**"Statement of Work"** or "**SOW**" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order, SOW or Exhibit shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order, SOW or Exhibit placed hereunder.

**"Support"** means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order, SOW or Exhibit placed between the Parties.

2. **Ordering and Scope**

- 2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order, SOW or Exhibit

September 8, 2017

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related to the sale and purchase of Granicus Products and Services. Each Order, SOW or Exhibit will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order, SOW or Exhibit must, generally, be signed by the Parties; although, when a validly-issued purchase order by COUNTY accompanies the Order, SOW or Exhibit, then the Order, SOW or Exhibit need not be executed by the Parties. Each Order, SOW or Exhibit dated on or after the Effective Date shall be governed by this Agreement regardless of any pre-printed legal terms on each Order, SOW or Exhibit, and by this reference is incorporated herein.

**2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by COUNTY is not materially diminished.

**2.3. Future Functionality.** COUNTY acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

**2.4. Cooperative Purchasing.** To the extent permitted by law and approved by COUNTY, the terms of this Agreement and set forth in one or more Order, SOW or Exhibit may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to COUNTY and the applicable additional party upon written request.

### **3. Use of Granicus Products and Services and Proprietary Rights**

**3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by COUNTY as subscriptions during an Order Term specified in each Order, SOW or Exhibit. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

**3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and COUNTY hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order, SOW or Exhibit (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order, SOW or Exhibit.

**3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from COUNTY sources (interactions with end users and opt-in contact lists). COUNTY cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.

**3.2.2. Content.** COUNTY can only use Granicus Products and Services to share content that is created by and owned by COUNTY 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 Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to COUNTY, can be removed or limited by Granicus.

#### **3.2.3. Granicus Communications Suite Subscriber Information**

**3.2.3.1. Data Provided by COUNTY.** Data provided by COUNTY and contact information gathered through COUNTY's own web properties or activities will remain the property of COUNTY ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of COUNTY, unless required by law.

**3.2.3.2. Data Obtained through the Granicus Advanced Network**

- 3.2.3.2.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscriber to other Granicus COUNTY'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.
- 3.2.3.2.2.** Access to the Advanced Network is a benefit of the Communications Cloud subscription with Granicus. Network Subscribers are available for use only while COUNTY is under an active subscription with Granicus. Network Subscribers will not transfer to COUNTY upon termination of any Granicus Order, SOW or Exhibit. COUNTY 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 COUNTY within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.
- 3.2.3.2.3. Opt-In.** During the last 10 calendar days of COUNTY's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, COUNTY may send an opt-in email to Network Subscribers that shall include an explanation of COUNTY's relationship with Granicus terminating and that the Network Subscribers may visit COUNTY's website to subscribe to further updates from COUNTY in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to COUNTY upon termination.
- 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through COUNTY or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request the details of any agreement between COUNTY and a third party that compensates COUNTY for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.
- 3.3. Restrictions.** COUNTY shall not:
- 3.3.1.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order, SOW or Exhibit placed hereunder;
  - 3.3.2.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
  - 3.3.3.** Use the Granicus Products and Services for any unlawful purposes;
  - 3.3.4.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
  - 3.3.5.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
  - 3.3.6.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. COUNTY Feedback.** COUNTY hereby grants to Granicus an irrevocable, non-exclusive, perpetual, royalty-free transferrable license, with right to sublicense, to use and incorporate into the Granicus Products and Services any suggestion, enhancement, request, recommendation, correction or other feedback provided by COUNTY relating to the use of the Granicus Products and Services.
- 3.5. Required Hardware.** For Required Hardware purchased from Granicus by COUNTY, Granicus will provide to COUNTY a three (3) year warranty with respect to the Required Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Required Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Required Hardware warranty shall commence on the Effective Date of each applicable Order, SOW or



Exhibit.

**3.6. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to COUNTY.

#### 4. Payment

**4.1. Fees.** COUNTY agrees to pay all fees, costs and other amounts as specified in each Order, SOW or Exhibit. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order, SOW or Exhibit 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 COUNTY's responsibility to provide applicable exemption certificate(s). Unless indicated otherwise in the applicable Order, SOW or Exhibit, the fees shall be invoiced by Granicus and paid by COUNTY as follows:

**4.1.1. Products.** Product setup and annual fees are due at the beginning of the Initial Term, then annually at the beginning of any Extended Term or Order Term, within thirty (30) days of receipt of invoice.

**4.1.2. Services.** Services supporting Products shall be paid annually commencing upon the completion of the Product implementation, or the Product being ready for COUNTY's use. Fees shall be paid by COUNTY within thirty (30) days of receipt of invoice.

**4.1.3. Required Hardware.** For Required Hardware, delivery is complete once COUNTY receives Required Hardware components with the configured Granicus Product and Services.

**4.2. Disputed Invoiced Amounts.** COUNTY shall provide Granicus with detailed written notice of any amount(s) COUNTY reasonably disputes within thirty (30) days receipt of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if COUNTY has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. COUNTY's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be COUNTY's acceptance of the content of such invoice.

**4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to COUNTY at least thirty (30) days prior to the end of the Order Term. The Granicus Product and Services fees may increase from the previous term's fees by five (5) percent per year after the expiration of the initial three (3) year term. There shall be no increase in fees during the initial three (3) year term of this Agreement.

#### 5. Representations, Warranties and Disclaimers

**5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

**5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

**5.3. Disclaimers.** 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. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET COUNTY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

#### 6. Confidential Information

**6.1. Confidential Information.** It is expected that one Party (disclosing Party) may disclose to the other Party (receiving Party) certain information which may be considered confidential and/or trade secret information

("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) nonpublic information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the receiving Party, given the nature of the information and the context in which disclosed.

**6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is rightfully receiving by the receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the disclosing Party without a duty of confidentiality on the third party; (v) is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the disclosing Party. Confidential Information of disclosing Party may be disclosed in response to a valid court order or other legal process, only to the extent required by such order or process and, if allowed by law, only after the recipient has given the owner written notice of such court order or other legal process promptly and the opportunity for the owner to seek a protective order or confidential treatment of such Confidential Information.

**6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should COUNTY provide such notice, COUNTY must ensure that that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by COUNTY. COUNTY is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

**6.4. 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.

## 7. Term and Termination

**7.1. Agreement Term.** The Master Subscription Agreement Term shall begin on July 1, 2022 and continue through June 30, 2028, unless otherwise terminated as provided in this Section 7. Each Order, SOW or Exhibit will specify an Order Term for the Granicus Products and Services provided under the respective Order, SOW or Exhibit. COUNTY's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order, SOW or Exhibit, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least sixty (60) days prior to the end of the Order Term, the Granicus Products and Services will automatically renew for an Extension Term equal in duration to the Initial Term, or the then-current Order Term.

**7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order, SOW or Exhibit 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, SOW or Exhibit until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders, SOWs or Exhibits shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall COUNTY be entitled to a refund of any prepaid fees upon termination.

**7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (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 of 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. Granicus may, without liability, immediately suspend or terminate any or all Order, SOW or Exhibit issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, COUNTY shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5.** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify Granicus in writing; and this Agreement shall be deemed terminated, have no further force, and effect.
- 7.6. Survival.** All rights granted hereunder shall terminate the latter of the termination or expiration date of this Agreement, or each Order, SOW or Exhibit. The provisions of this Agreement with respect to warranties, liability, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## **8. Limitation of Liability**

- 8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, 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, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF COUNTY DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS 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 3X THE FEES PAID BY COUNTY FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE TWELVE (12) 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 FOUR (4) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT COUNTY'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

## **9. Indemnification**

- 9.1. Indemnification by Granicus.** Granicus will defend COUNTY from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit. In the event of such a Claim, if Granicus determines that an affected Order, SOW or Exhibit is likely, or if the

Solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order, SOW or Exhibit with respect to the affected Solution and refund to You any prepaid fees for the then-remaining or unexpired portion of the Subscription Order Term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold COUNTY harmless from any Claim to the extent it is based upon: (i) a modification to any

Solution by COUNTY (or by anyone under COUNTY's direction or control or using logins or passwords assigned to COUNTY); (ii) a modification made by Granicus pursuant to COUNTY's required instructions or specifications or in reliance on materials or information provided by COUNTY; or (iii) COUNTY's use (or use by anyone under COUNTY's direction or control or using logins or passwords assigned to COUNTY) of any Granicus Products and Services other than in accordance with this Agreement. This Section 9.1 sets forth COUNTY's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

**9.2. Indemnification by COUNTY.** COUNTY shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) COUNTY's (or that of anyone authorized by COUNTY or using logins or passwords assigned to COUNTY) use or modification of any Granicus Products and Services; (b) any COUNTY content; or (c) COUNTY's violation of applicable law.

**9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

## 10. General

**10.1. Relationship of the Parties.** Granicus and COUNTY 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.

**10.2. Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.

**10.3. 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.

**10.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus 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.

**10.5. 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.

- 10.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of 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.
- 10.7. 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.
- 10.8. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party.
- 10.9. 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, government regulations, shortage or supplies, acts of terrorism, or strikes.
- 10.10. 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.
- 10.11. Entire Agreement.** This Agreement, together with all Orders, SOWs or Exhibits 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. Granicus and COUNTY agree that any and all Orders, SOWs or Exhibits 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.
- 10.12. Reference.** Notwithstanding any other terms to the contrary contained herein, COUNTY grants Granicus the right to use COUNTY's name and logo in COUNTY lists and marketing materials.
- 10.13. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if COUNTY's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

## **11. Insurance**

- 11.1** Without limiting or diminishing the Granicus 'S obligation to indemnify or hold the COUNTY harmless, Granicus shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Master Subscription Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If Granicus has employees as defined by the State of California, Granicus shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Granicus's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then Granicus shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Insurance Requirements for IT Contractor Services:**

1) Granicus shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Granicus, its agents, representatives, or employees. Granicus shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

2) Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Granicus in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3) If Granicus maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Granicus. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) Granicus must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written

consent of the County Risk Manager before the commencement of operations under this Master Subscription Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Granicus's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Master Subscription Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) Granicus shall cause Granicus's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Granicus shall provide thirty (30) days written notice to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Master Subscription Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Granicus shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that Granicus's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Master Subscription Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Master Subscription Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Master Subscription Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by Granicus has become inadequate.

6) Granicus shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Master Subscription Agreement.

7) The insurance requirements contained in this Master Subscription Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) Granicus agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Master Subscription Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Master Subscription Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Jeff Hewitt  
Name: Jeff Hewitt  
Title: Chairperson, Board of Supervisors  
Dated: 06/28/2022

GovDelivery, LLC, a Minnesota Limited Liability Company d/b/a Granicus authorized to conduct business in the State of California

By: Bernadette Foley  
Name: ~~Bernadette Foley~~  
Title: Manager, Renewals  
Dated: 6/24/2022

September 8, 2017

JUN 28 2022 3.40

ATTEST:  
Kecia Harper  
Clerk of the Board

By: Miranna Smith  
Deputy

APPROVED AS TO FORM:  
County Counsel

By: KBV  
Kristine Bell-Valdez,  
Supervising Deputy County Counsel

September 8, 2017

JUN 28 2022 3.40



Exhibit A

Attached Exhibit A "Proposal Order # Q-182760" dated April 06, 2022 is made part of this Master subscription Agreement.



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

Order Form  
Prepared for  
Riverside County CA

## Exhibit A

# Granicus Proposal for Riverside County CA

### ORDER DETAILS

**Prepared By:** Tania Dominguez Chon  
**Phone:**  
**Email:** tania.dominguezchon@granic  
**Order #:** us.com Q-207632  
**Prepared On:** 06/13/2022  
**Expires On:** 06/30/2022

### 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:** 06/30/2022  
**Period of Performance:** This Agreement shall become effective on 07/01/2022 and continue through 06/30/2023. Client will have the option to renew this Agreement for 5 period(s) of 1 year each.  
07/01/2022 - 06/30/2023

**The subscription includes the following domain(s) and subdomain(s):**  
<http://rivco.org>



## 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	\$80,904.65
Communications Cloud	Annual	1 Each	\$18,281.35
<b>SUBTOTAL:</b>			<b>\$99,186.00</b>

**Annual Subscriber Limit:** Up to 1,500,000



## FUTURE YEAR PRICING

Solution(s)	Period of Performance				
	07/01/2023 - 06/30/2024	07/01/2024 - 06/30/2025	07/01/2025 - 06/30/2026	07/01/2026 - 06/30/2027	07/01/2027 - 06/30/2028
Communications Cloud	\$80,904.65	\$80,904.65	\$80,904.65	\$80,904.65	\$80,904.65
Communications Cloud	\$18,281.35	\$18,281.35	\$18,281.35	\$18,281.35	\$18,281.35
<b>SUBTOTAL:</b>	<b>\$99,186.00</b>	<b>\$99,186.00</b>	<b>\$99,186.00</b>	<b>\$99,186.00</b>	<b>\$99,186.00</b>



## PRODUCT DESCRIPTIONS

Solution	Description
<p>Communications Cloud</p>	<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"> <li>• Unlimited email sends with industry-leading delivery and management of all bounces</li> <li>• Support to upload and migrate existing email lists</li> <li>• Access to participate in the GovDelivery Network</li> <li>• Ability to send mass notifications to multiple devices</li> <li>• 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support</li> <li>• Text-to-subscribe functionality</li> <li>• Up to 2 Web-hosted training sessions annually</li> <li>• Up to 50 administrators</li> <li>• Up to 1 GovDelivery account(s)</li> <li>• Access to a complete archive of all data created by the client for 18 months (rolling)</li> <li>• Up to 3 hours of message template and integration development</li> <li>• Up to 100 subscription topics</li> <li>• Up to 100,000 SMS/text messages per year from a shared short code within the United States*</li> </ul> <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>



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"> <li>• Unlimited email sends with industry-leading delivery and management of all bounces</li> <li>• Support to upload and migrate existing email lists</li> <li>• Access to participate in the GovDelivery Network</li> <li>• Ability to send mass notifications to multiple devices</li> <li>• 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support</li> <li>• Text-to-subscribe functionality</li> <li>• Up to 2 Web-hosted training sessions annually</li> <li>• Up to 50 administrators</li> <li>• Up to 1 GovDelivery account(s)</li> <li>• Access to a complete archive of all data created by the client for 18 months (rolling)</li> <li>• Up to 3 hours of message template and integration development</li> <li>• Up to 100 subscription topics</li> <li>• Up to 100,000 SMS/text messages per year from a shared short code within the United States*</li> </ul> <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 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

- 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 Riverside 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.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**  
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.
- 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

<b>Billing Contact:</b>	Norma Marchan	<b>Purchase Order Required?</b>	[ ] - No [ ] - Yes
<b>Billing Address:</b>	3450 14 <sup>th</sup> Street, Riverside, CA 92501	<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>	<a href="mailto:RCIT-AcctsPayable@rivco.org">RCIT-AcctsPayable@rivco.org</a>	<b>Billing Phone:</b>	951-955-7506

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

*The pricing, terms, and conditions of quote Q-182760 dated 06/08/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

**Supplier Details**

**Vendor** Granicus LLC  
**Fulfillment Address** LLCc - Materials: (preferred)  
 Dept CH - Box 19634  
 Palatine, Illinois 60055 United States

**Distribution Method**  
 The system will distribute purchase orders using the method(s) indicated below:  
 Check this box to customize order distribution information.   
 Email (HTML Body) rivcoprosupport@riverside.gov  
 Contract

**Background Information**

**Please indicate if this is a single or sole source below**

Sole Source

**Have you previously requested and received approval for a sole/single source request for this vendor for your department?**

Yes

**If selected "yes", please provide the approved SSJ# below**

SSJ# 17-212

**If selected "yes", was the request approved for a different project?**

No

**Purchase Details**

**1. Supply/Service being requested:**

Granicus GovDelivery Digital Network and Cloud Communications Services to Riverside County employees and constituents.

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

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 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. This solution increases citizen engagement by posting a message across email, social media, and text messaging. The Cloud includes:

- Ability to send unlimited emails with delivery reports
- Support to upload and migrate existing email lists
- Ability to send mass notifications to multiple devices
- 24 hours 7 days per week system monitoring, e-mail, and phone support during business

**Current Year Cost**

**6. Identify all costs for this requested purchase.**

You do not need to include previous fiscal year amounts. 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.

**Describe** all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.



