

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



ITEM: 3.67
(ID # 26229)

MEETING DATE:

Tuesday, December 03, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Professional Services Agreement with Granicus, LLC for a Cloud-Based Public Record Request Tracking Software Subscription and Support Services for Five (5) Years. Districts All. [Total Cost \$559,884; Up to \$111,977 In Additional Compensation]; 100% Sheriff's Budget

RECOMMENDED MOTION: That the Board of Supervisors:

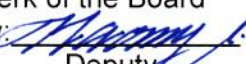
1. Ratify and approve Professional Services Agreement with Granicus, LLC for Cloud-Based Public Record Request Software Subscription and Support to track all California Public Records Act (CPRA) and subpoena requests for a total aggregate amount of \$559,884 for five (5) years through April 25, 2029, and authorize the Chair of the Board of Supervisors to sign the Agreement on behalf of the County;
2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on availability of fiscal funding and as approved as to form by County Counsel to: (a) execute the annual renewal options; and (b) sign amendments to the Agreement that do not change the substantive terms of the Agreement, including but not limited to, changes to the compensation provision that do not exceed twenty (20) percent of the total aggregate Agreement amount; and
3. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based on availability of fiscal funding to issue Purchase Orders for the services which do not exceed \$671,860 aggregate amount through April 25, 2029.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 3, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|---------------------------------------|---------------------|
| COST | \$105,251 | \$ 110,513 | \$671,860 | \$ 0 |
| NET COUNTY COST | \$ 105,251 | \$ 110,513 | \$671,860 | \$ 0 |
| SOURCE OF FUNDS: 100% Sheriff's Budget | | | Budget Adjustment: | No |
| | | | For Fiscal Year: 24/25 – 29/30 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Sheriff's Office (RSO) currently uses a cloud-based public record software subscription to track all California Public Records Act (CPRA) and Subpoena requests. This subscription was provided by GovQA, and Granicus, who purchased GovQA software subscription, is now the service provider. This solution has been utilized by RSO since 2019.

Per the requirement of Senate Bill 1421, Release of Records, the CPRA Unit processes approximately 1,600 requests per calendar year, with many requests requiring over 100 pages of records per request. In addition, some video/photo/and audio files are released via the portal as well. Additionally, the Information Service Bureau (ISB) processes about 1,265 subpoenas per calendar year, which need to be tracked with this software solution.

The software offered by Granicus will continue to assist RSO in managing all CPRA and Subpoenas received. The software will allow the automation of workflows to ensure compliance, and track all public records, subpoenas, legal holds, complaints, and citizen requests. The public will be able to submit, track, and manage tier requests online, and have access to an online self-service portal to find the status of their requests.

Impact on Residents and Businesses

Having a system that can simplify the request submission, delivery of content, and provide a comprehensive search of the content will help RSO personnel compile the data and response to requests timely. Additionally, this software will support countless man-hours associated with processing, tracking, and managing CPRA requests department wide.

Contract History and Price Reasonableness

County Purchasing, on behalf of RSO, issued a Request for Quote (RFQ) # SHARC-517-A for cloud-based CPRA/Subpoena Tracking Software Subscription. The bid was advertised on the County website, released on February 13, 2024, and closed on March 8, 2024. The bid invitation was sent to thirty-seven (37) potential bidders, twenty-one (21) of them downloaded the bid, and the four (4) bidders submitted their cost proposals. Based on this recent market research and as a result of the bid process, Granicus continues to be the most responsive, responsible bidder.

Additional Fiscal Information:

The five (5) year cost for cloud-based CPRA/Subpoena Tracking Software totals \$559,884. The Sheriff's Office would like to request for a 20% contingency in the amount of \$111,977 to account for new modules added to the contract. The 5-year cost with the 20% contingency request totals \$671,860, and all expenses will be paid from the Sheriff's Office budget.

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

Attachments

Professional Services Agreement– 3 copies


Rebecca S Cortez, Principal Management Analyst 11/21/2024


Aaron Gettis, Chief of Deputy County Counsel 10/22/2024

PROFESSIONAL SERVICES AGREEMENT

for

Cloud-based CPRA Subpoena Tracking Software Subscription and Support

between

COUNTY OF RIVERSIDE

and

Granicus, LLC



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This Agreement is made and entered into by and between Granicus, LLC, a Minnesota limited liability company registered to do business in the State of California whose principal address is 408 Saint Peter Street, Suite 600, Saint Paul, MN 55012, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through April 25, 2029, unless terminated earlier. For avoidance of doubt, the County shall pay for the entirety of the FY 24/25 period of performance as set forth in Exhibit B, table 1. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed five hundred, fifty-nine thousand eight hundred eighty three

dollars and ninety-two cents (\$559,883.92) during the period of performance, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. CONTRACTOR shall invoice COUNTY upon the effective date of this Agreement for the FY 24/25 annual subscriptions as set forth in Exhibit B table 1. Thereafter, Annual subscription fees are due annually in-advance, upfront on the first date of the applicable period of performance. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Sheriff's Office
Technical Services Bureau
1500 Castellano Road Riverside, CA 92509
ATTN: TSB Accounting

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (SHARC-20853-003-06/29) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

3.4 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. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code 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 CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not cure such failure within thirty (30) days from receipt of COUNTY'S written notice stating the nature of such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior

to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR solely and exclusively for COUNTY for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products created by CONTRACTOR solely and exclusively for COUNTY under this Agreement may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

CONTRACTOR'S products and services are purchased by COUNTY as subscriptions. CONTRACTOR hereby grants and COUNTY hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the CONTRACTOR'S products and services during the term of this Agreement. CONTRACTOR reserves all right, title and interest in the CONTRACTOR'S products and services, the documentation and resulting product including all related intellectual property rights. No implied licenses are granted to COUNTY. The Granicus name, logo, and the product names are

trademarks of CONTRACTOR, and no right or license is granted to use them. COUNTY assigns to CONTRACTOR any suggestion, enhancement, request, recommendation, correction or other feedback provided by COUNTY relating to the use of the CONTRACTOR'S products and services. COUNTY shall not: (i) Misuse any CONTRACTOR resources or cause any disruption, including but not limited to, the display of adult content, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted; (ii) Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of third parties; (iii) Use the CONTRACTOR'S products and services in a manner in which system or network resources are unreasonably denied to third parties; (iv) Use the products and services as a door or signpost to another server; (v) Access or use any portion of CONTRACTOR'S products and services except as expressly allowed by this Agreement; (vi) Disassemble, decompile, or otherwise reverse engineer all or any portion of the CONTRACTOR'S products and services; (vii) Use the CONTRACTOR'S products and services for any unlawful purposes; (viii) Export or allow access to the CONTRACTOR'S products and services in violation of U.S. laws or regulations; (ix) subcontract, disclose, rent, or lease the CONTRACTOR'S products and services, or any portion thereof, for third party use; or (x) Modify, adapt, or use the CONTRACTOR'S products and services to develop any software application intended for resale which uses the CONTRACTOR'S products and services in whole or in part.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment

directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) terminate this Agreement and receive a refund from CONTRACTOR for the current annual subscription's fees.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and

COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

- 16.1** It is expected that one Party may disclose to the other Party certain information which may be considered confidential or trade secret information ("Confidential Information"). Confidential Information shall include: (i) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (ii) non-public information of a Party if it is identified as confidential or proprietary before, during, or promptly after presentation and (iii) any information that should be reasonably understood to be confidential or proprietary to a Party, given the nature of the information and the context in which disclosed.
- 16.2** Subject to applicable law, each Party agrees to receive and hold any Confidential Information in strict confidence. Each Party also agrees: (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the other Party; (iii) not to use any Confidential Information for any purpose other than for performance under this Agreement; (iv) to

restrict access to Confidential Information to those of its employees, agents, and contractors who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) to exercise at least the same standard of care and security to protect the Confidential Information received by it as it protects its own confidential information. If a Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the other Party as promptly as practicable so that such Party may seek a protective order or waiver for that instance.

16.3 Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of either Party; (ii) was in a Party's possession before receipt from the other Party; (iii) is rightfully received by a Party from a third party without any duty of confidentiality; (iv) is independently developed by a Party without use or reference to the other Party's Confidential Information; or (v) is disclosed with the prior written consent of the Parties.

17. **Each Party shall return or destroy the Confidential Information upon written request by the other Party; provided, however, that each Party may retain one copy of the Confidential Information in order to comply with applicable law. Client understands and agrees that it may not always be possible to completely remove or delete all Confidential Information from Granicus' databases without some residual data. Administration/Contract Liaison**

The Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall serve as the liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
Riverside County Sheriff's Office
Technical Services Bureau
1500 Castellano Road
Riverside, CA 92509
ATTN: TSB Accounting

CONTRACTOR
Granicus, LLC
1152 15th Street NW
#800
Washington, DC 20005

19. **Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war,

civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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 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 the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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 CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 CONTRACTOR 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. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. Insurance Requirements for IT Contractor Services: Contractor 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 Contractor, its agents, representatives, or employees. Contractor 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. 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 Contractor 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. If the Contractor 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 the Contractor. 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.

F. 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) The CONTRACTOR 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 Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this 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) CONTRACTOR shall cause CONTRACTOR'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 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 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. CONTRACTOR 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 the CONTRACTOR'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 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 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 Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) CONTRACTOR 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 Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by the parties of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of the parties to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the parties from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances. CONTRACTOR warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the CONTRACTOR'S products and services; however, the CONTRACTOR'S products and services are provided "AS IS" and as available. EXCEPT AS PROVIDED ABOVE, 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. CONTRACTOR DOES NOT WARRANT THAT CONTRACTOR'S PRODUCTS AND SERVICES WILL MEET COUNTY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the

State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 ELECTRONIC SIGNATURES: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of the Agreement agrees to the use of electronic signatures, such as a digital signature that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

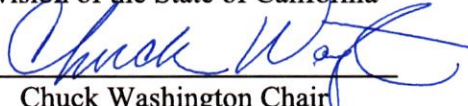
23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.14 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, 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 TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000). CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED.

[Signatures on the Following Page]

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

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

By: 
Chuck Washington Chair
Board of Supervisors

Dated: 12/13/2024

GRANICUS, LLC, a Minnesota limited liability company

By: Bernadette Foley
Name: Bernadette Foley
Title: Manager, Renewals

Dated: Oct 2, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Amrit P. Dhillon
Amrit P. Dhillon
Deputy County Counsel
Dated: Oct 2, 2024

**EXHIBIT A
SCOPE OF SERVICE**

1. Granicus, LLC (CONTRACTOR), shall provide the COUNTY with a solution Cloud-Based Program for California Public Records Act (CPRA) and Subpoena Tracking Software. The key goals of this software system will be included, but not be limited to the following:
 - a. Automate workflows to ensure compliance.
 - b. Track all public records, subpoenas, legal holds, complaints, and citizen requests.
 - c. Full implementation and training of the Module
2. CONTRACTOR shall provide GovQA software subscription to meet the list of functions this software shall provide will include, but not be limited to the following.
 - a. Streamlined Workflow – Fewer steps required when communicating with other departments and automatic reminders to remind team members to fulfill tasks.
 - b. In-tool Redaction™ – Redact documents in seconds with increased security and less steps for a successful redaction. The redactor can be more efficient and gain an ample amount of time back into their day to focus on other high priority tasks.
 - c. Automated Tracking – Tiered/color coded request processing makes it easy to collaborate, delegate, and track complex requests.
 - d. Increased Transparency – Built-in deflection technology allowing constituents to search for documents, reports, etc. within the Public Record Archive to minimize repeated requests.
 - e. Centralized Portal – Public Request status indicators and an in-app Notification Center/Dashboard to reduce email clutter.
 - f. The following is a list of features that the software will have:

| Feature | Included (Y/N) |
|---|-------------------|
| A fully contained, hosted, cloud-based independent parallel systems that allows for the submittal of public records requests by residents and Sheriff’s staff. Allows for Sheriff staff to enter subpoenas when received. | Y |
| Allows the public to submit, track and manage their requests online, and have access to an online self-service portal to answer their own questions and find the status of their requests. | Y |
| Ability to automatically assign requests to Department’s staff based on type or category of request. Staff should also be able to manually assign and reassign requests and inquiries. | Y |
| Ability to have multiple request types or categories. | Y |
| Ability to automatically assign tracking numbers and send electronic receipts. | Y |
| Ability to upload and send commonly used document types including Excel, Word, TIF, JPG, and PDF, as well as audio and video formats. | Y |
| Archive all data and track request history (i.e., comments by Sheriff staff) entirely within the system. | Y |
| Capability for requestor to submit requests anonymously. | Y |

| | |
|--|------|
| Ability for requestor to submit attachments. | Y |
| Allow for templates for routine correspondence. | Y |
| Allow real-time access to data by staff and residents. | Y |
| Provide analysis and reporting tools to capture data such as average response times, patterns, number of requests in total and by requestor, and staff time. | Y |
| Allow Sheriff ownership and access to all data and records. | Y |
| Provides methods to retrieve, query, and report against archived data. | Y |
| Allow for direct communication between Sheriff Departments and residents. | Y |
| Accommodate at least 50 staff as users or administrators. Licenses and system access should be unlimited and accessible at any Sheriff/ County computer terminal. | Y |
| Incorporation of Sheriff branding (e.g. Riverside County Sheriff's logo, department badge, city seal) onto templates, forms, etc. | Y |
| Capability to purge attachments per assigned retention schedule which may vary by document type. | Y |
| Enforces role-based security throughout the system. | Y |
| Provides thin-client, web-based access from standard web browsers (e.g., Internet Explorer 11.0 or Edge, etc.). | Y* |
| Capability to archive the Sheriff's official social media posts. | N** |
| Capability for the system to self-assign new incoming requests with the ability to override (for vacations). | Y |
| Automatic "purging" system after 6 years of making the request. | Y |
| All services must have options in place for automatic redactions of faces, license plates, addresses, and allow for manual additions to redactions. There must be editing features which allow for cropping of video and audio files. There must be no limit to the number of video/audio files which can be redacted. The AI features must allow for facial recognition which will remember when a face goes in and out of frame. An additional requested feature is a text search (I.e., a word/license plate is typed by the user and the AI will search for that typed word/plate within the video). | N*** |
| Bidder should be able to provide support Monday through Friday 8:00 am – 5:00 pm pacific time. | Y |

*Microsoft no longer supports Internet Explorer, and as such, GovQA no longer supports compatibility with any version of Internet Explorer. Other modern/standard browsers are supported (e.g. Chrom, Edge, Firefox, etc.).

**Our solution does not include a purpose-built integration with social media platforms for content archiving. However, many agencies we partner with store social media posts and content for the purpose of public records requests via screenshot or download. Images, documents, and files of various types can be provided in direct response to a public records request and archived in the system.

*** The GovQA platform does not have a multimedia redaction tool built in. However, we do have a partner that provides this functionality, and we have an integration built to create a seamless process within our platform.

Essential Police Department System Functions

| Feature | Included (Y/N) |
|---|----------------|
| Integration to the Sheriff's Electronic Document Management System. | Y* |
| Provides the ability to interface with Microsoft Outlook email service. | Y |
| Provides the ability for department staff to design, execute and publish dashboard reports. | Y |
| Capability to prolong or not subject to purge specific records requests (e.g., those involved in litigation matters that may need to be retained indefinitely). | Y |
| Capability to store original and system-generated redacted versions of documents. | Y |
| Ability to export data and request history in the event the County and Sheriff contracts with another software solution or provides an in-house solution. | Y |
| Provides the ability for department staff to manually generate ad hoc correspondence. | Y |
| The system shall automatically generate correspondence based on defined criteria. | Y |

*We will first need to confirm which Document Management System is in use.

Optional Features

| Feature | Included (Y/N) |
|--|----------------|
| Ability to post documents at least 100Mb in size. | Y |
| Use of a "deflection" feature that defects certain words and phrases to proactively reduce duplicate requests. | Y |
| Ability for the public to search past requests through an online archive. | Y |
| Proactive informational pages on city topics to push out updates. | Y |
| Automated notifications regarding process charges and due dates. | Y |
| Advanced querying and reporting capabilities. | Y |
| The ability to set out-of-office exceptions, delegate, and/or manually adjust automated dates and processes. | Y |
| Capability to flag requests that may involve files/documents subject to HIPAA. | Y |
| Ability to track across multiple departments, parallel workflows. | Y |
| Provide enough cloud-based data storage for 3 years' worth of responses with attachments. | Y |

| | |
|--|---|
| Tracking of special requests: high priority, media, litigation, etc. | Y |
| Tracking of staff time. | Y |
| Capability to create "custom" fields. | Y |
| Color coding of requests by due date. | Y |
| Provides spelling and grammar check assistance when creating correspondence. | Y |

**EXHIBIT B
PAYMENT PROVISIONS**

1. This software subscription Agreement shall not exceed the aggregate amount of \$559,882.92. The pricing and terms are specific to the products and volumes contained within.
2. Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of \$1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Riverside County CA Sheriff's Office is able to contact Granicus for a report on how much storage has been used.

3. Table 1 FY24/25 (Period of Performance 26 April, 2024 through 25 April, 2025)

| Renewing Subscription Fees | | | |
|------------------------------------|--------------------------|-----------------------|---------------------|
| Solution | Billing Frequency | Quantity/ Unit | Annual Fee |
| Redaction License (per named user) | Annual | 3 Each | \$992.25 |
| Hosted Data Storage (TB) | Annual | 2 Each | \$2,520.08 |
| ADFS/Single Sign-on Module | Annual | 1 Each | \$3,847.07 |
| CA SB1421 Module | Annual | 1 Each | \$19,235.38 |
| FOIA Module Non Enterprise | Annual | 1 Each | \$32,058.99 |
| Fortress Hosting | Annual | 1 Each | \$0.00 |
| Hosted Data Storage (500 GB) | Annual | 1 Each | \$0.00 |
| Invoicing Module | Annual | 1 Each | \$3,663.88 |
| Payments Module | Annual | 3 Each | \$5,862.21 |
| Subpoena Duces Tecum Module | Annual | 1 Each | \$32,058.99 |
| SUBTOTAL: | | | \$100,238.85 |

4. Table 2: Fiscal Year 25/26,26/27,27/28,28/29

| Solution(s) | Period of Performance | | | |
|------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| | 26 Apr 2025 - 25 Apr 2026 | 26 Apr 2026 - 25 Apr 2027 | 26 Apr 2027 - 25 Apr 2028 | 26 Apr 2028 - 25 Apr 2029 |
| Redaction License (per named user) | \$1,041.86 | \$1,093.96 | \$1,148.65 | \$1,206.09 |
| Hosted Data Storage (TB) | \$2,646.08 | \$2,778.39 | \$2,917.31 | \$3,063.17 |
| ADFS/Single Sign-on Module | \$4,039.42 | \$4,241.39 | \$4,453.46 | \$4,676.14 |
| CA SB1421 Module | \$20,197.15 | \$21,207.01 | \$22,267.36 | \$23,380.72 |
| FOIA Module Non Enterprise | \$33,661.94 | \$35,345.04 | \$37,112.29 | \$38,967.90 |
| Fortress Hosting | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Hosted Data Storage (500 GB) | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Invoicing Module | \$3,847.07 | \$4,039.43 | \$4,241.40 | \$4,453.47 |
| Payments Module | \$6,155.32 | \$6,463.09 | \$6,786.24 | \$7,125.55 |
| Subpoena Duces Tecum Module | \$33,661.94 | \$35,345.04 | \$37,112.29 | \$38,967.90 |
| SUBTOTAL: | \$105,250.78 | \$110,513.35 | \$116,039.00 | \$121,840.94 |

TOTAL COST OF ALL 5 YEARS IS \$ 559,882.92 WHICH INCLUDES ADDITIONAL \$1,200.00 PER YEAR IN CASE THE PURCHASED DATA IS EXCEEDED.

The compensation section will be rounded up to the next dollar.

Signature: *Bernadette Foley*

Email: bernadette.foley@granicus.com

Signature: *AD Hillon*

Email: adhillon@rivco.org









Redline_Riverside County_Granicus_PSA S HARC-20853-003-06.29)(FINAL CLEAN for vendor execution)

Final Audit Report

2024-10-02

| | |
|-----------------|--|
| Created: | 2024-10-02 |
| By: | SAMUEL COX (SLCOX@RIVCO.ORG) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAALmNZ3jlzxdF5wYSVV-6oKsQ3Py9tiN |

"Redline_Riverside County_Granicus_PSA SHARC-20853-003-06.29)(FINAL CLEAN for vendor execution)" History

-  Document created by SAMUEL COX (SLCOX@RIVCO.ORG)
2024-10-02 - 4:45:07 PM GMT
-  Document emailed to Bernadette Foley (bernadette.foley@granicus.com) for signature
2024-10-02 - 4:47:01 PM GMT
-  Email viewed by Bernadette Foley (bernadette.foley@granicus.com)
2024-10-02 - 4:59:25 PM GMT
-  Document e-signed by Bernadette Foley (bernadette.foley@granicus.com)
Signature Date: 2024-10-02 - 5:00:22 PM GMT - Time Source: server
-  Document emailed to Amrit Dhillon (adhillon@rivco.org) for signature
2024-10-02 - 5:00:24 PM GMT
-  Email viewed by Amrit Dhillon (adhillon@rivco.org)
2024-10-02 - 6:23:43 PM GMT
-  Document e-signed by Amrit Dhillon (adhillon@rivco.org)
Signature Date: 2024-10-02 - 6:24:28 PM GMT - Time Source: server
-  Agreement completed.
2024-10-02 - 6:24:28 PM GMT