



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

19-291

Agenda Date: 7/9/2019

REPORT TO COUNCIL

SUBJECT

Action on a Consent to Assignment and Amendment No. 1 to the Agreement for Services with Granicus, LLC to Provide City Website Redesign, Implementation and Support Services

BACKGROUND

In May 2017, Council approved an agreement to engage the City's website content management system (CMS) provider, Vision Technology Solutions, LLC, (dba Vision Internet Providers), to refresh the City's website, [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov). The initial contract end date was set for June 30, 2018. The City also has a four-year maintenance subscription agreement with Vision through August 2019. Vision Technology Solutions was initially selected through a competitive review process in April 2008. In February 2018, Vision was purchased by Granicus, LLC.

The proposed Consent to Assignment Agreement would transfer all rights, agreements and outstanding obligations from Vision Technology Solutions, LLC. to Granicus, LLC. The proposed Amendment No.1 (Amendment) would reinstate the website redesign agreement, modifying the term end date and scope for the revised website design project. The Amendment scope of work is made up of three components: the website redesign, a five-year maintenance, hosting, and licensing agreement, and optional website enhancements over the term of the agreement. The Amendment is for an amount of \$473,305 to cover all three components, with contract terms in effect until August 31, 2024, added to the original contract amount of \$189,810 for a new total not-to-exceed amount of \$663,115.

DISCUSSION

The purpose of the website redesign is to better serve the needs of the City's residents, businesses and visitors through a user-friendly, modern web design and layout that supports the City's brand as The Center of What's Possible. The City website redesign implements the Granicus govAccess CMS platform and meets the City's branding and marketing direction.

The 2019 Website Redesign Project includes the following:

- Enhance user experience to better serve [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov) visitors;
- Create a fresh, engaging and responsive website design and interface, enhancing usability with mobile devices;
- Implement a new web design for the main site as well as for Silicon Valley Power's (SVP) subsite, SVP's Fiber site, and Santa Clara City Library's subsite;
- Revamp and improve search functionality for [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov) to provide a seamless interface across content groups; and

- Improve accessibility to people with disabilities in compliance with WCAG 2.0 and Section 508 of the Rehabilitation Act.

With the public's heavy reliance on [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov) for City news and information, completion of the redesign will provide an immersive and updated website experience for online visitors while better serving the informational needs of the community. The original time for the project was extended due to several factors, namely the vendor being purchased by another company and staffing changes assigned to this City project; the hiring of a Director of Communications with comprehensive website redesign experience with three other cities and one nonprofit organization, as well as more departmental participation in the design and content. Through the City's website vendor, usability testing was held in 2017 to obtain user input about [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov) to better inform the redesign. The vendor conducted a community survey from June 29 - Sept. 12, 2017 in which feedback was received from nearly 350 stakeholders about the current website's navigation, search functionality and areas for improvement.

The Amendment would reinstate the website redesign agreement and modify the term end date to August 31, 2024. The 2017 website redesign was approved for \$189,810, of which, \$75,924 has been expended year-to-date. The proposed plan for the website redesign estimates a new total not to exceed of \$231,650 - an increase of \$41,840 to implement a new main website design, add a City Library subsite, and incorporate a new module, the GovDelivery Communications Cloud, which allows for a seamless digital experience by integrating the City's branding and enabling the City to quickly and easily connect with the community. The redesigned [SantaClaraCA.gov <http://www.santaclaraca.gov/>](http://www.santaclaraca.gov) will undergo Beta testing in the August 2019 time frame. The public testing will include focus groups as well as community input regarding the site's functionality. Based on the results of the Beta testing, the redesigned website could go live before the end of summer/fall 2019.

In addition, the Amendment includes five-year subscription services support for maintenance, hosting and licensing for the City website and the following subsites: City Library, Silicon Valley Power, Silicon Valley Fiber and Silicon Valley Animal Control Authority. The annual cost for the subscription services is \$48,263 for the first year. Each subsequent year would incur approximately a 6% increase, totaling a not-to-exceed amount of \$271,465.

The third component of the Amendment is funding for optional website enhancements to stay current with changing website technology, modern designs and evolving best practices for public communication. Staff is requesting \$40,000 annually for years 2-5 of the contract for a total of \$160,000.

The total proposed Amendment No.1 changes include:	Total	SVP share
Original 2017 Agreement for website redesign	\$189,810	\$ 73,562
2019 modifications in website design	\$ 41,840	0
Subscription Services - 5 year total	\$271,465	\$ 16,500
Optional Website Enhancements - 4 year total	<u>\$160,000</u>	<u>\$ 80,000</u>
Revised new total not-to-exceed Agreement amount	\$663,115	\$170,062

The City's vendor - Granicus, LLC - is an award-winning specialist in the government arena and supports the missions of over 4,200 government customers across the country. The vendor's

experience with redesigning public sector websites that are informed by data and incorporate resident-driven design elements will benefit the City's website redesign, resulting in higher community satisfaction and engagement.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

Funding for the first year of this agreement is available in the Web Content Management System capital project (539-6521), the Information Technology Department's contractual services operating budget, and in the Electric Utility Department's Customer Service Program Development capital project (591-2123). Future years of this agreement will be included as part of the budget appropriation process.

COORDINATION

This report has been coordinated with the Finance Department, Electric Utility Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute the Consent to Assignment and Amendment No. 1 to the Agreement for Services with Granicus, LLC to Provide City Website Redesign, Implementation and Support Services, for a maximum compensation amount not-to-exceed \$663,115, subject to budget appropriations.

Reviewed by: Lenka Wright, Director of Communications, City Manager's Office

Reviewed by: Gaurav Garg, Director/CIO, Information Technology Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Consent to Assignment
2. Amendment No. 1

**CONSENT TO ASSIGNMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, LLC
(Formerly known as VISION TECHNOLOGY SOLUTIONS, LLC,
DBA VISION INTERNET PROVIDERS)**

PREAMBLE

This consent to assignment agreement (“Consent Agreement”) is by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”), Vision Technology Solutions, LLC, dba Vision Internet Providers a Delaware limited liability company with its principal place of business at 222 N. Sepulveda Blvd., Suite 1500, El Segundo, California 90245 (“Assignor”) and Granicus, LLC, a Minnesota Limited Liability Company, with its principal place of business located at 408 Saint Peter Street, Suite 600 Saint Paul, MN 55102 (“Assignee”), the intended successor in interest to providing design, support, maintenance, hosting and licensing services for the City public website. City, Assignor and Assignee may be individually referred to in this Consent Agreement as a “Party” or collectively as the “Parties” or the “Parties to this Consent Agreement.”

RECITALS

- A. City and Vision Technology Solutions, LLC entered into an agreement entitled, “Agreement by and Between the City of Santa Clara, California and Vision Technology Solutions, LLC, dba Vision Internet Providers,” dated June 1, 2017 (the “Original Agreement”) in which Vision Technology Solutions agreed to provide website redesign, upgrades and support to/with the City;
- B. Section 13 of the Original Agreement entitled No Assignment or Subcontracting of Agreement, provides as follows:

“City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City, except that Contractor may assign this Agreement without the City’s consent to an associate, affiliate or subsidiary company of Contractor validly existing under applicable laws, or in connection with a change of control of Contractor. Contractor shall notify the City within a reasonable time after any such assignment. Contractor shall not hire subcontractors without express written permission from City.”

- C. The City has been informed that due to the change of legal entity of Vision Technology Solutions, LLC and Granicus, LLC, that Granicus, LLC is the surviving entity and as such will continue to provide the services to the City under the Original Agreement. Vision Technology Solutions, LLC desires to have the City consent to the assignment of all rights, obligations and interest in the Original Agreement from Vision Technology Solutions, LLC to Granicus, LLC;

- D. Based on the final approval of the merger/acquisition, it is the desire of City to formally consent to the assignment by Vision Technology Solutions, LLC of all its rights, obligations and interest in the Original Agreement to Granicus, LLC.

In consideration of the above referenced recitals and the following mutual covenants, commitments and obligations, the Parties agree, as follows:

CONSENT AGREEMENT PROVISIONS

1. Based on a written request received by the City from the Granicus, LLC, (and contingent upon the finalization of the merger) City hereby consents to the assignment of the Original Agreement and all of the rights, duties, obligations and interest set forth therein from Vision Technology Solutions, LLC to Granicus, LLC. This consent is based on representations made by Granicus, LLC and Vision Technology Solutions, LLC and all the duties and obligations of Vision Technology Solutions, LLC to perform specified services included in the Original Agreements shall be performed by Granicus, LLC after the merger is complete. This Consent is effective as of the completion of the merger. If, for any reason, the pending merger is not completed, this Consent Agreement shall be deemed void and Vision Technology Solutions, LLC shall continue to be bound to perform the obligations set forth in the Original Agreements.
2. City acknowledges and relies on this acceptance by Granicus, LLC of all of the rights, obligations and interest in the Original Agreement and the relinquishment of all such the rights, obligations and interest in the Original Agreement by Vision Technology Solutions, LLC. Granicus, LLC agrees to undertake any and all action(s) necessary to meet the terms and conditions of the Original Agreement referred to in this Consent Agreement.
3. Upon execution of this Consent Agreement (and the completion of the pending merger) any pending debts or obligations due to City and those which subsequently arise or accrue from the terms and conditions of the Original Agreement shall become payable by Granicus, LLC to the City or its agents, or assigns.
4. This Consent Agreement embodies the entire agreement between City, Granicus, LLC and Vision Technology Solutions, LLC and all of its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of City prior to execution of this Consent Agreement shall affect or modify any of the terms or obligations contained in this Consent Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.
5. As a condition of the terms of this Consent Agreement, Granicus, LLC shall provide the City with the following:
 - a. revised Certificate of Insurance, as well as all policy endorsements to indicate that Granicus, LLC has purchased, and is maintaining, all of the required insurance policies and has provided the required endorsements which were included in the terms and conditions of the Original Agreement.

- b. Prior to the effectiveness of any assignment or transfer under this Consent Agreement, Granicus, LLC shall execute and deliver a fully executed and notarized Affidavit of Compliance with Ethical Standards (if applicable).


6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.


The Parties to this Consent Agreement hereby acknowledge and accept the terms and conditions stated herein by the following signatures of their duly authorized representatives. The signature of the duly authorized representative of Granicus, LLC confirms its acceptance of the terms and conditions of the Original Agreement and the assignment of the Original Agreement from Vision Technology Solutions, LLC. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 7-22-19


for BRIAN DOYLE
City Attorney


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

**Vision Technology Solutions, LLC,
DBA Vision Internet Providers,
a Delaware limited liability company**

Dated: 6/5/2019
By: [Signature]
Title: Vice President of Legal
Address: 408 St. Peter Street, Ste. 600
St. Paul, MN 55102
Telephone: 800-314-0147
Facsimile: _____
Email Address: dawn.kubat@granicus.com

“Assignor”

**Granicus, LLC
a Minnesota limited liability company**

Dated: 6/5/2019
By: [Signature]
Title: Vice President of Legal
Address: 408 St. Peter Street, Ste. 600
St. Paul, MN 55102
Telephone: 800-314-0147
Facsimile: _____
Email Address: dawn.kubat@granicus.com

“Assignee”

**REINSTATEMENT AND AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Granicus, LLC, a Minnesota limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The City and Vision Technology Solutions, LLC previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and Vision Technology Solutions, LLC", dated June 15, 2017 (the "Original Agreement"); and
- B. The Parties entered into a Consent to Assignment Agreement on June 25, 2019 to reflect Contractor's acquisition of Vision Technology Solutions, LLC and to memorialize the City's consent to the assignment by Vision Technology Solutions, LLC of all its rights, obligations, and interest in the Original Agreement to Contractor;
- C. The termination of the Original Agreement, which terminated on June 30, 2018, is hereby revoked and, except as expressly modified by this Amendment No. 1, the Original Agreement shall be, and hereby is, reinstated in its entirety and shall be in full force and effect as if the same had never been terminated; and
- D. The Parties entered into the Original Agreement for the purpose of having Contractor provide design, support, maintenance, hosting and licensing services for the City websites, and the Parties now wish to amend the Original Agreement to modify the agreement end date, and modify the scope of services to be provided by Contractor.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That paragraph number one of Section 5 of the Original Agreement, entitled "Term of Agreement" is hereby amended by deleting the existing Section 5 in its entirety and replacing it with the following:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on August 31, 2024."

2. AMENDMENT TERMS AND CONDITIONS

That Exhibit A of the Original Agreement, entitled "Scope of Services " is hereby amended to add additional services as set forth in Exhibit A-2 "Scope of Services" attached here and incorporated by this reference.

3. AMENDMENT TERMS AND CONDITIONS

That Exhibit B of the Original Agreement, entitled "Fee Schedule" is hereby amended to add additional fees as set forth in Exhibit B-2 "Fee Schedule" attached here and incorporated by this reference.

4. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

5. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

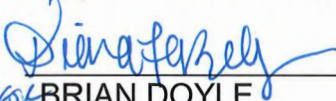
The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: 7-22-19


FOR BRIAN DOYLE
City Attorney

 FOR
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GRANICUS, LLC
a Minnesota limited liability company

Dated: 06-05-2019
By (Signature): 
Name: Dawn Kubat
Title: Vice President of Legal
Principal Place of Business Address: 408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
Email Address: contracts@granicus.com
Telephone: (800) 314-0147

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, LLC**

EXHIBIT A-2

SCOPE OF SERVICES

Contractor shall provide Subscription Services and Website Design and Implementation Services as set forth in this Exhibit A-2.

Subscription Services

Contractor agrees to provide Hosting Services, Upgrade Services and Support Services (collectively "**Subscription Services**") as provided below for the City's Website. Contractor will provide Subscription Services to the City in exchange for payment of fees and compliance with the terms and conditions of this Exhibit and the Agreement. Subscription Services include the following:

Hosting Services. Contractor will provide shared website hosting and shared database hosting for one (1) unique website hosting the City's websites and four subsites, which are as follows:

- City of Santa Clara (<http://santaclaraca.gov>)
- Silicon Valley Power (<http://siliconvalleypower.com>)
- Silicon Valley Fiber (<http://svpfiber.com>)
- Silicon Valley Animal Control Authority (<http://svaca.com>)
- Santa Clara City Library (<http://sclibrary.org>)

Websites exceeding 15GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. The shared server hosting environment is as follows: Quad-core or Hex-core processors; 10 GB~16 GB memory per hosting virtual server; VMware High Availability Configuration; RAID 50 and up Storage Area Network Configuration.

Upgrade Services. Contractor will provide Upgrade Services for improvements made to Contractor's platform which include:

- Enhancements to the backend website functionality.
- Enhancements to the Included Interactive Components and website customizations.

- New visionLive™ Interactive Components that may be released from time to time by Contractor
- Bug fixes to the Contractor's software code.
- Updates to provide compatibility to future versions of Supported Web Browsers as defined below within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.
- Supported Web Browsers for Frontend: Firefox, Internet Explorer, Chrome, and Safari.
- Supported Web Browsers for Backend (administrative portal) of the website: the latest released versions at the time of Completion of Firefox and Internet Explorer.
- Supported Web Browsers for visionMobile™: iOS Safari, Android Chrome, and Windows Phone 7/8/8.1 Internet Explorer.

To receive the Upgrade Services, a non-interrupted Subscription Services Plan must be in place from time of website launch and the Contractor's products, services, and software code must be unmodified, except as modified by Contractor in accordance with City's specifications or instructions or this Agreement.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in Contractor's products and services.
- Upgrades that require modification or customization to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

Support Services. Support Services is defined as technical support for the unmodified products and services, except as modified by Contractor in accordance with City's specifications or instructions or this Agreement. Contractor will provide Support Services to a designated City account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 8:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as City's website being down for more than ten (10) minutes.

Redesign Services. At the conclusion of year four of continuous Subscription Services, the City will be entitled to a basic graphic redesign of three (3) websites. Basic graphic redesign does not include design themes. Services shall include:

- Project Management

- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Contractor will not develop a sitemap or new content as part of the redesign, but will assist City in transferring existing content into the new design.

Included Interactive Components and Features. The initial Included Interactive Components and Features provided in City's project are, subject to upgrades and revisions, based on Contractor's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee.

Security Policy.

- **Data Protection and Recovery.** Contractor safeguards hosted data and services to current best practices for data protection and recovery of website hosting services to restore the website back to its condition as it existed at the day of the most recent backup preceding an issue. Practices include:
 - Frequency of Backups: Website is backed up daily and two weeks of database backups kept at all times.
 - Extent of Backups: All site files and the entire site database.
- **Hosting Security.** Contractor safeguards the hosting infrastructure, data and services to current best practices for physical and cyber security to thwart unauthorized access. Practices include:
 - Physical Security: Entry to Contractor's hosting facility requires ID, fingerprint scanner, and/or key card.
 - Software Based Security: Contractor utilizes Windows Firewall, McAfee VirusScan Enterprise or Norton Enterprise AntiVirus, and Cisco or SonicWALL hardware firewall. All Microsoft security patches are installed and kept up to date on Contractor's maintenance schedules.
 - All security patches are installed and kept up to date on Contractor's equipment based on their maintenance schedule, operating systems, and software.
 - Development servers are behind firewalls.
 - Contractor is alerted to any server issue(s) and shall take appropriate action to correct said issue(s) pursuant to the Service Levels provision below.
 - For the live servers, only administrators can access it from certain IPs, all other access requests will be blocked.
 - All remote accesses will be logged into system security log files.

- **Outage Notification.** All notification is done through <https://status.granicus.com>. City must subscribe to the website to receive updates.
- **Scheduled Maintenance.** Normal scheduled maintenance will occur between 10:00 PM and 2:00 AM Pacific Time on Thursdays. While some services may be slowed or inaccessible during this time, the websites will not be down.

Unless City has retained other Services from Contractor under the applicable Exhibit, City is solely and exclusively responsible for all services not expressly provided for in this Exhibit. Any changes, alterations or modification requested by the City to their Website may be subject to a fee to be quoted by a Contractor representative at the time of the request. Any such changes may be subject to amendment of the Agreement, as set forth in Section 25 of the Original Agreement.

Service Levels

Uptime Guarantee: Contractor shall provide 99.9% uptime for Hosting Services. If website is not available 99.9% of the time, other than routine and scheduled maintenance, then City shall be entitled to a credit as provided in the table below. Contractor’s failure to provide 99.9% of uptime may be entitled to a Service Credit as provided below. Notwithstanding the foregoing, the uptime guarantee does not apply to denial of service attacks or distributed denial of service attacks to the City website.

Monthly Uptime Percentage	Service Credit
Less than 99.9%	100%

TABLE OF SERVICE LEVEL

Service Level Required	Level 1 Error	Level 2 Error	Level 3 Error
	(time measured from initial report of Error to Contractor)		
Initial Response Due	1 business hour	4 business hours	40 business hours
Correction Required	4 business hours	3 business days	As mutually agreed
Escalation	2 hours	2 business days	N/A

A. CLASSIFICATION OF SERVICES. Services are classified as follows:

(1) Service Level 1:

An Error, which there is no means of circumvention, causing (i) the website to be unreachable by public users, or (ii) non-authorized content to be displayed on the website (i.e. hacking). Contractor is not responsible for downtime or errors associated with denial of service attacks, distributed denial of service attacks, or Subscriber’s DNS server unless the DNS server is hosted by the Contractor. Subscriber will check

uptime of website via IP address prior to reporting an Error to Contractor. A Service Level 1 is sometimes referred to as "Critical" and may be attributed to the content management tool or third-party software "crashing" the server, hardware failure, server attack, hack, or virus.

(2) Service Level 2:

An Error, which (1) there is no means of circumvention, (2) which affects an essential component of the content management tool non-functioning, (3) the Subscriber has encountered while performing regular updates to the website, and (4) which did not occur at the time of the website launch. A Service Level 2 is sometimes referred to as "Urgent", and usually requires debugging of programming code.

For example: if a content management tool is non-functioning and it is in frequent use by the customer remediation of these issues will be completed begin with four (4) hours and be completed on a priority basis.

(3) Service Level 3:

Programming code and/or graphic changes that the Subscriber would like Contractor to perform. These changes may include changing programming logic, adding functionality or features, creating new templates, adding new graphics, or modifying existing graphics. A Service Level 3 is sometimes referred to as "Enhancement" and will be billed at prevailing hourly rates.

B. SERVICE LEVEL CORRECTION. Contractor generally corrects reported Service Level Requests in accordance with the following provisions. All time references below are clock hours or calendar days, unless otherwise specified.

(1) Service Level 1 Errors

- a. Contractor shall provide full business contact information for emergency support to be used by Subscriber at any time on a seven (7) day a week, twenty four (24) hours a day basis to report Level 1 Errors.
- b. Contractor shall provide an initial response to all Service Level 1 Errors within one (1) business hour following the report of Error. In the event Contractor fails to respond within two (2) business hours following the report, then Subscriber shall be entitled to a credit in an amount equal to 5% of the current monthly Subscription Services fee for each hour that the Contractor fails to respond, up to a maximum of 15%.

- c. Contractor shall use commercially reasonable efforts to resolve Service Level 1 Errors within four (4) business hours following the report of Error.

(2) Service Level 2 Errors

- a. Contractor shall provide Subscriber with full business contact information for emergency support to be used during normal business hours (6 a.m. to 8 p.m. PST, Monday through Friday, excluding Federal and California State holidays).
- b. Contractor shall provide an initial response to all Service Level 2 Errors within four (4) business hours following the report of Error.
- c. Contractor shall use commercially reasonable efforts to resolve Service Level 2 Errors within three (3) business days. All other errors affecting non-essential components of the content management tool, or errors that can be reasonably circumvented, but requires debugging of programming code, will be corrected during the next regular update cycle as mutually agreed.

(3) Service Level 3

- a. Contractor shall provide Subscriber with full business contact information for support to be used by Subscriber during normal business hours (6 a.m. to 8 p.m. PST, Monday through Friday, excluding Federal and California State holidays).
- b. Contractor shall provide an initial response to all Service Level 3 Requests within forty (40) business hours following the request.
- c. Contractor shall use commercially reasonable efforts to resolve Service Level 3 Requests as mutually agreed. Contractor will bill Subscriber at prevailing hourly rates for any changes requested by the Subscriber.

C. ESCALATION PROCEDURE. In the event Contractor has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in Section B above, Contractor shall initiate the following escalation procedures.

- (1) Service Level 1 Errors: If a Service Level 1 Error is not corrected within one (1) hour following the report of Error, Contractor technicians attempting to correct the situation shall notify Contractor's Vice-President of Operations, who will immediately become personally involved in resolving the problem. Contractor shall keep Subscriber apprised of the

status of its efforts to correct the Error at no less than one (1) hour intervals for the first two (2) hours, and as frequently as necessary thereafter.

- (2) **Service Level 2 Errors:** If a Service Level 2 Error is not corrected within two (2) business days following the report of Error, Contractor technicians attempting to correct the situation shall notify Contractor's Director of Software Development, who will immediately become personally involved in resolving the problem. Contractor shall keep Subscriber apprised of the status of its efforts to correct the Error at no less than weekly intervals.

City Website Development

SERVICE

Customizations (Non-recurring)

- This service represents a Main Site new Wireframe

SERVICE

govAccess - Web Design and Implementation - Specialty Sub

- This service represents a govAccess Specialty Subsite - Library

The govAccess Independent Subsite includes:

- UX consultation, which may include one (1) or more of the following:
 - One (1) site analytics report
 - One (1) heatmap analysis
 - One (1) internal stakeholder survey
- Three (3) customer journeys (top tasks or heavily visited webpages) identified for optimization
- Fully customized wireframe
- Unique design theme, including color palette for landing page and interior pages
- Unique header and footer
- Unique navigation design
- Individual URL and search capabilities
- Optional video background (included)
- Optional custom mobile homepage (included)

SERVICE

Communications Cloud Setup and Configuration

The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the City 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 setup and configuration includes:

- Implementation consultant will be assigned during the setup process for up to 90 days
- Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the GovDelivery Network, Automation, Mobile and Analytics
- Up to 2 Web-hosted training sessions that must be used within 180 days of Kickoff (Kickoff date will be mutually agreed upon by the Parties)
- Up to 5 hours of message template and integration development that must be used within 90 days of Kickoff

SERVICE

Communications Cloud - Online Training

Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology

SERVICE

Advanced Package - Setup and Configuration

Implementation includes:

- Access to an implementation consultant for up to 90 days
- Access to online training documentation around advanced account functions and capabilities
- Up to 2 Web-hosted training sessions within 180 days of kickoff
- Up to 5 hours of message template and integration development within 90 days of kickoff

The implementation process takes four to six weeks, on average, depending on the availability of stakeholders and/or current GovDelivery Communications Cloud experience

SERVICE

Advanced Package - Online Training

Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.

SUBSCRIPTIONS

govAccess for Traditional visionLive

The govAccess Traditional Maintenance, Hosting, and Licensing plan is designed to equip the City with the technology, expertise and training to keep the City's website relevant and effective over time.

SUBSCRIPTIONS

Customizations (Recurring)

The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular City and can potentially conflict with visionLive updates.

SUBSCRIPTIONS

govAccess - Maint/Hosting/ License Fee - Specialty Sub

Maintenance, Hosting and Licensing includes the following for the City's Specialty Subsite(s) covered by the subscription:

- Monthly software updates
- Unlimited technical support (6:00 AM – 8:00 PM PT, Monday – Friday)
- Access to training webinars and on-demand video library • Access to best practice webinars and resources
- Annual health check with research-based recommendations for website optimization
- DDoS mitigation
- Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

SUBSCRIPTIONS

Communications Cloud (Tier: Up to 75,000 Subscribers)

*In the event that the 75,000 subscriber limit is exceeded or likely to be exceeded during an annual subscription term of this Agreement, Contractor shall provide updated pricing to City for the appropriate subscriber level.

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

- Unlimited email sends with industry-leading delivery and management of all bounces
- Support to upload and migrate existing email lists
- Access to participate in the GovDelivery Network
- Ability to send mass notifications to multiple devices
- 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support
- Text-to-subscribe functionality
- Up to 2 Web-hosted training sessions annually
- Up to 50 administrators

- Up to 1 GovDelivery account(s)
- Access to a complete archive of all data created by the City for 18 months (rolling)
- Up to 3 hours of message template and integration development
- Up to 100 subscription topics
- Up to 100,000 SMS/text messages per year from a shared short code within the United States. **International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.**

SUBSCRIPTIONS

Communications Cloud Advanced Package

The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes:

- Dynamic segmentation around bulletins, engagement, and question (e.g. zip code)
- Canned campaigns for re-engagement and new subscriber onboarding
- Testing: Simple (A/B, 10/10/80)

A subscription for the Advanced Cloud Module is dependent on an active license for the GovDelivery Communications Cloud.

General Terms and Conditions for New Services/Subscriptions:

- The fees outlined above are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the City of Santa Clara to provide applicable exemption certificate(s).
- Granicus Communications Suite Subscriber Information.
 - Data provided by the City and contact information gathered through the City's own web properties or activities will remain the property of the City ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the City, unless required by law.
 - Granicus shall: (i) not disclose the City's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the City hereby grants to Granicus a perpetual, noncancelable, 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 City, 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 City'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 City is under an active subscription with Granicus. Network Subscribers will not transfer to the City upon termination of any Granicus Order, SOW, or Exhibit. The City shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. Except as required by applicable law, all information related to Network Subscribers must be destroyed by the City 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 City's subscription, the City may send an opt-in email to Network Subscribers that shall include an explanation of the City's relationship with Granicus terminating and that the Network Subscribers may visit the City's website to subscribe to further updates from the City in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the City upon termination.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, LLC**

**EXHIBIT B-2
FEE SCHEDULE**

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs (if applicable). In no event shall the amount billed to City by Contractor for Additional Services under this Agreement exceed Four Hundred Seventy Three Thousand, Three Hundred and Five dollars and no cents (\$473,305.00), subject to budget appropriations for an Agreement total not to exceed amount of Six Hundred Thirty Nine Thousand, One Hundred and Fifteen dollars and no cents (\$663,115.00).

Additional Website Redesign Services

Cost Summary of Additional Professional Services for City Website Customizations (Non-recurring)	\$15,000.00
Cost Summary of Additional Professional Services for Library govAccess Specialty Subsite - Library	\$18,340.00
Cost Summary of Additional Professional Services for Communications Cloud	
Communications Cloud - Setup and Configuration	\$6,000.00
Communications Cloud - Online Training	\$ 500.00
Cost Summary of Additional Professional Services for Advanced Package	
Advanced Package - Setup and Configuration	\$1,500.00
Advanced Package - Online Training	<u>\$ 500.00</u>
Additional Total for Website Redesign Services	\$41,840.00
Credit for unused "Basic graphic redesign work"	(\$24,000.00)

Subscription Services

Rate listed below per year payable to Contractor in advance for each year of the Term of this Agreement. Contractor shall invoice City annually within thirty days of start of service.

Annual Fees for new Subscriptions Service

Annual Support	9/1/2019-8/31/2020	9/1/2020-8/31/2021	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023	9/1/2023 - 8/31/2024	5 yr total
govAccess - Maint/ Hosting/ License Fee - Specialty Sub	3,960.00	4,158.00	4,365.90	4,584.20	4,813.40	
Communications Cloud	17,500.00	18,725.00	20,035.75	21,438.26	22,938.93	
Communications Cloud Advanced Package	3,750.00	4,012.50	4,293.37	4,593.91	4,915.49	
Total Annual Support	25,210.00	26,895.50	28,695.02	30,616.37	32,667.82	144,084.71

Annual Fees for Renewing Subscriptions Services

Subscriptions	9/1/2019-8/31/2020	9/1/2020-8/31/2021	9/1/2021 - 8/31/2022	9/1/2022 - 8/31/2023	9/1/2023 - 8/31/2024	5 yr total
govAccess (City site) SVP, SVP Fiber, SVACA	20,790.00	21,830.00	22,921.00	24,067.00	25,270.00	
Customizations (Recurring)	950.00	997.50	1,047.38	1,099.74	1,154.73	
6 SSL Certificates (Recurring)	1,312.50	1,378.15	1,447.01	1,519.40	1,595.34	
Total Annual Subscription	23,052.50	24,205.65	25,415.39	26,686.14	28,020.07	127,379.75

Optional Services enhancements/contingencies

Based on available allocations and annual budget approval

Optional Services	Yr1	Y2	Y3	Y4	Y5	5 yr total
City Website Services	-	20,000.00	20,000.00	20,000.00	20,000.00	
SVP website services	-	20,000.00	20,000.00	20,000.00	20,000.00	
Total Optional Services	-	40,000.00	40,000.00	40,000.00	40,000.00	160,000.00

Total Services	Yr1	Y2	Y3	Y4	Y5	5 yr total
Additional Contract Total for Website Redesign Services	41,840.00	-	-	-	-	41,840.00
Support Annual Fees for New Subscriptions	25,210.00	26,895.50	28,695.02	30,616.37	32,667.82	144,084.71
Annual Fees for Renewing Subscriptions	23,052.50	24,205.65	25,415.39	26,686.14	28,020.07	127,379.75
Total Optional Services	-	40,000.00	40,000.00	40,000.00	40,000.00	160,000.00
Total Additional Contract Value	90,102.50	91,101.15	94,110.41	97,302.51	100,687.89	473,304.46

Option Services

Optional services not specifically covered in the Agreement and extra hours will be presented to City for approval prior to commencement of work ("Optional Work") and approval may be subject to budget appropriations, City Council's approval, City's discretion, and Granicus' scope of work.

Optional work outside of the scope of work of this Agreement shall be scoped by Granicus and presented to City via a written scope of work. Such additional scope of work shall commence upon the written, mutual agreement of both Parties.

City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Maintenance work is considered Optional Work as defined herein.

Payment Structure

All work for the new services and subscriptions under this Agreement shall commence on 9/1/2019. All annual fees are due upfront. All services for Communications Cloud shall be invoiced upfront on 9/1/2019.

All services for govAccess (website redesign) shall be invoiced according to the following milestones:

- An initial payment equal to 40% of the total;
- A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the City;
- A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and

- A payment equal to 20% of the total upon completion; provided, however that the City has completed training. If the City has not completed training, then Granicus shall invoice the City at the earlier of: completion of training or 21 days after completion.