

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and Granicus, LLC a Minnesota Limited Liability Company, whose address of record is 1152 15th Avenue NW, Suite 800, Washington, DC, 20005 (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to redesign City of Merced website; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide website design services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the website services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Jeff Bennyhoff or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

Consultant grants City a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables (“Deliverable(s)” meaning any written documentation, reports or materials developed by Consultant specifically for City pursuant to Exhibit A) on behalf of and for the benefit of City independently and with the services. Consultant retains all right, title and interest to the Deliverables except for those rights expressly granted to City and reserves all rights not otherwise expressly granted herein.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end after twenty-four months.

4. COMPENSATION. Payment by the City to the Consultant shall be made upon presentation of an invoice in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$222,061.

5. METHOD OF PAYMENT.

Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice in accordance with Exhibit A.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., pursuant to Section 1 in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect,

defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all third party claims or causes of action for death or injury to persons, or damage to tangible personal property resulting from gross negligence or willful misconduct of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all third party claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the gross negligence or willful misconduct of Consultant or its employees, subcontractors, or agents, except for loss caused by the gross negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. LIMITATION OF LIABILITY.

EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED TWO TIMES THE FEES PAYABLE BY CITY UNDER THIS AGREEMENT OR

\$500,000.00, WHICHEVER IS LESS.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be included as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and that any other insurance or self insurance maintained by City or other included insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City including the City of Merced, its officers, employees, and agents for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be included as additional insureds under the policy, as respects automobiles leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and that any other insurance or self insurance maintained by City or other included insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above. Consultant shall notify City of any cancellation or expiration by the insurance company that will be made during the term of this Agreement, by providing thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages.

The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated, such notice being at least thirty days. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. WARRANTY.

The services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards for the software consulting industry. Consultant will use reasonable commercial efforts to complete the services in accordance with Exhibit A. If the services fail to comply with this Agreement for a period of thirty days following completion of the services, City will promptly notify Consultant in writing specifying in reasonable detail any alleged non-conformities in the services. Upon receipt of notice and a determination that the services did fail to comply with this warranty, Consultant will, as City's remedy, promptly re-perform any such

services in accordance with Exhibit A and this Agreement.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

15. CONFIDENTIALITY.

During performance of the Services, each party may receive Confidential Information of the other party.

“Confidential Information” means all confidential and/or trade secret information of either party (“Disclosing Party”), including but not limited to: (i) Consultant’s services; (ii) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (“Receiving Party”) or to which the Receiving Party gains access in connection with performance of the services.

Subject to applicable California Public Records Act or other similar law, the Receiving Party agrees: (i) to hold the Disclosing Party’s Confidential Information in strict confidence, apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this Agreement and the Exhibit A. Each party agrees to cause its employees, subcontractors, agents and affiliates who require access to such information to abide by such obligations.

The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this Section 6; or (ii) was in the Receiving Party’s lawful possession before receipt from the Disclosing Party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

If a Receiving Party is compelled to disclose the Confidential Information by applicable law, a governmental agency, or a court of law having proper jurisdiction, the Receiving Party will give the Disclosing Party reasonable notice as permitted by law to enable such party to try to protect the confidentiality of the Confidential Information.

Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided, however, that the Receiving Party may retain a copy of

the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 6.

16. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

17. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

18. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

19. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

20. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

21. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

22. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

23. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. Scott McBride, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

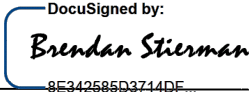
APPROVED AS TO FORM:

BY: Craig Cornwell 4/24/2024
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT

BY:  8E342585D3714DF...
(Signature)

04/24/2024 | 2:16 P

Brendan Stierman

(Typed Name)

Its: Manager, Contracts
(Title)

brendan.stierman@gr

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 41-1941088

ADDRESS: 1152 15th Avenue NW, Suite
800, Washington, DC, 20005

TELEPHONE: 1-800-314-0147

FAX: 202-407-7501

E-MAIL: contracts@granicus.com

Exhibit A

PRICING SUMMARY

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

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	Total Payments
Website Redesign for govAccess Vision - Enhanced	Milestones - 40/30/30	1 Each	\$25,000.00
GXG Government Experience Services - Non-Recurring	Milestones - 20/20/20/20/20	1 Each	\$189,060.67
Remediate for Broken Links/Clean Up Links	Milestones - 40/20/20/20	1 Hours	\$8,000.00
SUBTOTAL:			\$222,060.67

PRODUCT DESCRIPTIONS

Solution	Description
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<p>Website Redesign for gov Access Vision - Enhanced</p>	<p>Reskinning an existing gov Access website. This visual refresh provides a new design for the site by re-skinning the homepage and one interior page. Once approved, the new design will be applied to the entire site. This package does not include new content. This package includes:</p> <ul style="list-style-type: none"> • Professional Project Management - Weekly / bi-weekly communication • Basic UX Consultation, which may include one (1) or more of the following: <ul style="list-style-type: none"> - One (1) site analytics report based on Google Analytics - One (1) homepage heatmap analytics visualization - One (1) internal stakeholder survey - One (1) modular homepage wireframe • One (1) Visual Design Package - One (1) homepage design concept - Interior page sample - Mobile version sample - Up to three (3) rounds of design revisions • Development/CMS Implementation <p>The work in this redesign and services project will comply with WCAG 2.1 standards and provides all the tools for ADA/AA so the content conforms to the standards. We launch the site with ADA compliance while adhering to WCAG 2.1 standards. Our implementation team will provide best practices support for accessibility standards.</p>
<p>GXG Government Experience Services - Non-Recurring</p>	<p>Consultative services from the GXG team of strategists, communicators, and analysts, providing custom consulting in support of your goals. Sold as Firm Fixed Price (not Time & Materials). Custom proposal attached to quote.</p>
<p>Remediate for Broken Links/Clean Up Links</p>	<p>The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular client and can potentially conflict with vision Live updates.</p> <p>This includes up to 40 hours of work to remediate broken links or dead links as a result of the accompanying Granicus Experience Group (GXG) proposed scope of work.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data

without the express written permission of the Client, unless required by law.

- Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to

Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**

- Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct. Subscriber's recommendations to subscribe to another Granicus Client's digital communication. (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an optin email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with

the subscriber list provided to the Client upon termination.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the “License Agreement”). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.

- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-319136 dated 16 Jan 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Merced, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Website Redesign for govAccess Vision-Enhanced - Non-Recurring; Billing Frequency Notes (Milestones - 40/30/30): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.
- Remediate for Broken Links/Clean Up Links - Non-Recurring; Billing Frequency Notes (Milestones - 40/20/20/20): 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 client; 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

client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

- GXG Government Experience Services - Non-Recurring;
Billing Frequency Notes (Milestones - 20/20/20/20/20): An initial payment equal to 20% of the total due upon the signing of this document; 20% Completion of Department based Planning; 20% Completion of Content Rationalization Workshops; 20% Completion of Information Architecture; and 20% Completion of Engagement Training.

Website Services

Granicus offers agency services from the Granicus Experience Group (GXG). GXG is a crossfunctional team of strategists, analysts, communicators and Granicus technology experts ready to work as an extension of the Oklahoma Department of Transportation (ODOT) team, partnering with you to maximize govDelivery and EngagementHQ to transform your customer experience.

GXG follows an agile, iterative, approach to our work, fusing insights from data, customer experience, technology, and communications experts throughout our phases of work. The Granicus team will work to transform your current outreach efforts into highly relevant, personalized digital communications to meet the needs of your diverse stakeholders.

Project Approach

Merced, California is undergoing a site redesign and has engaged the Granicus Experience Group (GXG) to help facilitate Merced stakeholders' participation in cleaning up their existing website content, developing a new site map, and providing custom training to drive usage of EngagementHQ. As of the creation of this Statement of Work, a preliminary site audit revealed

708 HTML pages and 7,066 documents (e.g. PDFs, Word documents).

GXG will undertake the following overall approach:

1. Kickoff and discovery workshop with core project team to establish goals, timeline, criteria for website content rationalization, and participant identification.

2. GXG to audit current site and review current website analytics to identify top-trafficked

pages and develop department and division-specific .csv files with related website pages for each division.

3. Hold one city-wide orientation to introduce the project, timeline, and process. For larger

departments, we will hold overview workshops to review content at a high level, timeline,

process, gather an understanding of current state, and ensure appropriate participants.

These will be held virtually ahead of the hands-on workshops.

4. Hold department/division-specific collaborative working sessions ("Experience Centers")

for content rationalization. Select departments with multiple divisions will require

additional Experience Centers to ensure a complete accounting of available content for rationalization. For a breakdown of proposed Experience Centers per department and division, see *Tables 1a* and *1b* below. We have also included up to two (2) unassigned Experience Centers and additional office hours to be used if/when a division needs additional consultation.

5. Information Architecture. Following completion of content rationalization, GXG will develop and test a new site map for redesigned site.

6. Clean up broken links and deleted site content. After content migration to the new site is

complete, we will work with Merced and the Granicus web development team to clean up broken links and put redirects in place for deleted content.

7. Provide custom training on best practices for using EngagementHQ.

Department	Division	Experience Center Qty (per 2 hours)
All Departments (Orientation)		1
Airport		1
Development Services		9
	Overview Session	1
	Planning	1
	Inspection Services	1
	Housing	1
	Engineering	1
City Manager		1
	CMD Office	1
	City Clerk	1
	City Council	1
City Attorney		1
Police		9
	Overview Session	1
	Code Enforcement	2
	Animal Control	2
	Recruitment	2
	Transparency	2
Finance		2
	Purchasing	1
	Utility Bill	1
	Business Licenses	1
	Budget/Finance Analyst	1
	Audit	1
	Tax	1

1A

Department	Division	Experience Center Qty (per 2 hours)
Public Works		8
	Overview Session	1
	Admin	1
	Water/WTC	1
	WWTP	1
	Refuse	1
	Streets	1
	Street Lights	1
	Parks	1
Support Services		2
	HR	1
	Insurance	1
Fire		2
	Fire Prevention	1
	DMS	1
IT		1
	GIS	1
Parks and Rec		1
	Zoo	1
	Sub-Total	33
	Buffer	2
	Grand Total	40

1B

Project Management

- o 1-hour kickoff with the core project team to align on timeline, goals and deliverables
- o 30-minute status meeting each week with core project team

Activities and Deliverables

Step 1: Site-Wide Discovery and Planning

Granicus will perform activities to understand current state, opportunities, pain points, and determine the criteria for the content rationalization process to establish which content needs to be kept or archived.

- Conduct up to one (1) two-hour discovery session with core project team to understand current state, develop criteria for content rationalization process, and identify initial

participant list.

- Crawl of the full website to identify including all pages, PDFs, images and multimedia on website.
- Analytics Review to understand overall site traffic, how users are engaging with your website, and identify pages driving the top 80% of traffic.
- Provide additional detail for the top 80% of most trafficked pages, including Flesch-Kincaid reading level, date last updated (where available), topic & category.
- One (1) city-wide project overview and orientation for all website contributors to discuss timeline, activities, goals, and deliverables. Introduce content rationalization process.

Step 2: Department-based Planning

- Detailed content audit of each department's web pages on the current website, including available data and reports, Flesch-Kincaid reading level for HTML pages, date last updated (where available), topic & category.
- Collate all website pages into individual .csv files per department and division, where possible. Includes each of the data points from the content audit.
- Conduct up to one (1) two-hour overview and discovery session each with Development Services, Police, and Public Works departments to understand current state, challenges, opportunities, review timeline, and finalize participants.

Step 3: Content Rationalization Workshops and Office Hours

GXG will facilitate up to thirty-six (36) workshops and host up to eight (8) one-hour open office hours to help guide the content rationalization process for Merced. Final rationalization documentation must be provided by Merced before we are able to proceed to *Step 4:*

Information Architecture.

Workshops. In addition to the Experience Centers identified in Steps 1 and 2, GXG will facilitate up to thirty-six (36) two-hour collaborative Experience Center workshops with individual departments and/or divisions to review department and/or division-specific content. See *Tables 1a* and *1b* above for proposed workshops per department and division. The workshops will use the content rationalization criteria and department/division-specific .csv files from Steps 1 and 2 to provide hands-on instruction and guidance to clean up old or outdated content. To expedite the content rationalization process, GXG will travel on-site to Merced to host inperson workshops during one five-day workweek. All other workshops will be held virtually.

GXG has included two (2) two-hour unassigned workshops and additional open office hours to be used for those departments/divisions who may need additional hands-on time with GXG consultants. If more requests are made for workshops than are available, GXG will work with Merced to identify which departments/divisions will receive one of the workshops and which should attend office hours instead.

In-Person Workshops. GXG will send up to five (5) consultants on-site to Merced one time for up to five (5) consecutive working days during one Monday-Friday workweek. To make the most of our time on-site, GXG will work with Merced to coordinate schedules and identify up to six (6) departments or divisions per day to participate in the workshops, for a maximum of thirty (30) onsite workshops in the five working days on-site.

For example, four GXG consultants could be divided in to two consultant groups of two each and run parallel workshops, with one “floating” consultant as an additional resource depending on workshop needs. Each consultant group will run up to three (3) workshops per day. With consultants on-site for five full working days (Monday-Friday), running up to six (6) workshops per day, we will be able to facilitate a maximum of 30 working sessions.

Consultants travel dates will be determined based on the number of in-person working sessions able to be scheduled. All costs associated with travel are included as part of this scope. Additional travel beyond one five-day on-site visit is not included and will require a change order.

In-Person Workshop Scheduling. To ensure a successful week of on-site working, GXG will coordinate schedules with Merced’s core project team to ensure maximum participation. As we understand the challenge of coordinating so many meetings with many stakeholders in a short period of time, GXG will make a good faith effort to ensure each department/division identified

in *Tables 1a* and *1b* can partake in an on-site workshop. GXG assumes the following:

- Merced’s core project team will collaborate with GXG to schedule the meetings. Merced’s participation includes, but is not limited to, providing contact information of division/department workshop participants, making warm introductions between GXG and division/department stakeholders, and communicating with Merced stakeholders to ensure participation in the workshops.
- If a department or division is unable to find a time to meet in-person during GXG’s time

on-site or schedules are simply unworkable to meet while on-site for any reason, GXG will

schedule a time to host the workshop(s) virtually.

- To ensure maximum participation, GXG's project manager will send a final reminder to each department/division of the on-site meeting at least nine (9) business days ahead of the planned on-site visit. For example, if the workshops begin on a Monday, GXG will send a notice at least two (2) Tuesdays before the workshops beginning, assuming standard, non-holiday work weeks.

- Cancellation Policy:

- o If a department or division is unable to attend a scheduled on-site workshop, the department/division must provide seven (7) business days' notice to allow time for rescheduling the on-site workshop. If seven (7) business days' notice is given, GXG will make a good faith effort to reschedule the meeting while on-site. If a new on-site workshop time is unable to be scheduled, the workshop will be rescheduled to be held virtually. For example, if the workshops start on a Monday, Merced must provide notice by two Thursdays prior to the workshops starting.

- o If a department provides three (3) business days' notice, but less than seven (7) business days' notice to reschedule the meeting, GXG will cancel the in-person workshop and will hold the workshop virtually another time. For example, if the workshops start on a Monday and Merced provides notice on the Wednesday before of a standard (i.e. non-holiday) work week, GXG will cancel the in-person workshop and schedule a new meeting to be held virtually another time.

- o If a division or department provides two (2) or less business days' notice of a need to reschedule or does not show up to a scheduled on-site workshop without notice, that workshop will be forfeited at Merced's expense and a change order may be required to reinstate the missed workshop. For example, if the meetings are starting on a Monday, a notice on Thursday the week before of a standard (i.e. non-holiday) work week will forfeit the workshop.

- o If an emergency or illness arises (e.g. severe weather event, earthquake, COVID/flu) where one or more departments or divisions are unable to attend a previously scheduled on-site meeting, GXG will reschedule the workshop(s) to be held virtually.

Open Office Hours. Following the completion of the on-site content rationalization workshops,

Granicus will hold open office hours for citywide stakeholders to ask questions and receive

additional guidance related to content rationalization. Office Hours will be one hour in length and held once a week for up to eight (8) consecutive weeks following the on-site workshops or when the content rationalization process is completed, whichever is completed sooner. For example, if all the content rationalization is completed within four weeks following the on-site workshops, the final two open office hours will not be held. If Merced has not completed content rationalization at the conclusion of the eight (8) weeks of open office hours, there will not be any additional office hours.

Step 4: Information Architecture

Ensuring your website content is organized in a logical way that is intuitive to users is critical to helping your visitors find what they are looking for quickly and without getting frustrated. Following the completion of content rationalization, GXG will develop a new information architecture to help make sure website visitors can find what they need and organizes your content in a way that makes sense to both internal and external stakeholders.

Services include:

- Kickoff: Align on goals, expectations, timelines, and deliverables
- Community Survey: Deploy a community survey via web, email and social channels to understand user needs and pain points
- Data Audit: We'll review surveys, Google Analytics, and any other piece of data to get a sense of how the website is currently utilized, what the user priorities are, and how the current content is meeting their needs.
- User engagement: One (1) tree test with up to forty (40) external users to test proposed information architecture

Deliverables:

- Data Analysis Report. Includes read-out of data analysis, implications for information architecture, and L1 – L3+ navigation grouping recommendations
- Tree Test & Results. Includes recommendations and configuration of online tree test and results, analysis and recommendations
- Full Site Map. Includes all proposed HTML pages. Includes references to source content (existing URLs, new content documents) when available

Assumptions:

- Covers analysis and IA for sites with up to 2,500 URLs for a single domain. Subdomains are not included and require a separate IA package.

- Client sources external users for testing
- Client completes Content Rationalization process prior to kickoff
- 3-month period of performance from kick-off to delivery of final site map

Step 5: Clean up broken links and deleted site content

Following content migration to the new information architecture, GXG will work with our website

implementation team to identify and clean up bad/broken links and deleted content.

Services

include:

- Run a sitewide link checker to identify all broken links (internal and external)
- For internal links pointing to pages or documents that no longer exists, our default action

will be to delete the on-page text that links to the deleted content. If Merced wishes to have the internal links updated to a new URL destination instead of being deleted, Merced will have a choice of one of the following:

- o If there are unused workshops leftover from the content rationalization process, the client may request to use the remaining workshops for additional virtual workshops to help facilitate the link updating process.
- o If there are no unused workshops from the content rationalization process and Merced desires GXG to help facilitate the link updating process, Merced will need to exercise a change order to acquire additional workshops.
- o Merced provides the link destination updates without GXG facilitation. Granicus will provide a template to Merced to fill out.
- For internal content that has been deleted, Merced will have a choice of one of the following:
 - o Leave the missing page or document as a “404 – Content Not Found” page
 - o GXG to develop content for up to one (1) custom 404-like page letting users know the content has been removed and there is no need to submit a broken link report. Granicus to then set up a wholesale redirect for all deleted pages/documents to the custom 404-like page. Includes two rounds of review and implementation on Merced’s site.
 - o Create a wholesale redirect for all missing pages or documents to point to the Merced homepage
 - o Create a department-based landing page redirect. For example, if a deleted form resided in the Police Department’s section, put in place a redirect to the Police Department’s main landing page (i.e. the root folder – <https://www.cityofmerced.org/departments/police>).

o Create redirects that are not based on the homepage or department-specific landing page, but rather are based on the specific content in each page or document. As an example, if Merced prefers a deleted document redirects to another relevant document, set up an individual redirect to the relevant document. To achieve this, Merced will have the following choices:

§ If there are unused workshops leftover from the content rationalization and/or link updating process, the client may request to use the remaining workshops for additional virtual workshops to help facilitate the redirect destination process.

§ If there are no unused workshops from the content rationalization and/or link updating process and Merced desires GXG to help facilitate the redirect destination process, Merced will need to exercise a change order to acquire additional workshops.

§ Merced provides the redirect destination updates without GXG facilitation. Granicus will provide a template to Merced to fill out.

- For external links that are no longer valid (e.g. page moved or content no longer exists), Granicus will attempt to find the correct link and fix it. Where we are unable to find a correct link, Granicus will gather those links and provide them to Merced. Merced may then choose to delete the link and its corresponding text or provide a correct link for updating on the new site.

Step 6: EngagementHQ Training

The Granicus Experience Group (GXG) team will develop a custom capacity building curriculum

to grow client Merced's comfort and ability with EngagementHQ. The training curriculum will be

developed based on the client's specific needs and current knowledge gaps.

- Conduct up to one (1) two-hour discovery session with Merced's core team to understand current state, goals, opportunities, and pain points.
- Conduct one (1) survey to assess current skills, gaps, and capabilities.
- Review current EngagementHQ usage.
- Identify up to two (2) Merced-specific use cases as working examples for training.
- Develop up to one (1) track of custom curriculum.
- Conduct up to two (2) 1-hour virtual best practice training sessions.
- Provide session recording and presentation material for future on-demand and ongoing usage.
- One (1) quick reference summary guide of each session.

General Project Assumptions

GXG staff are available during the hours of 9 a.m. – 5 p.m. ET, Monday through Friday, except for the following:

- **US Holidays:** New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving/Lincoln's Birthday, Christmas Eve, Christmas Day.

- **Granicus Company Holidays:** Second Wednesday of each quarter (January, April, July, October); Election Day

Acceptance Criteria

Upon completion of a deliverable, GXG will confirm its completion via email and client will reply

via email with acceptance or rejection of the deliverable.

Rates and Services as Basis for Additional Work

Our prices are based on the level of effort of our team to deliver the specific scope, which scales based on size of their account, number of audiences, number of stakeholders and other

factors, informed by our past performance with other customers. We sell our services as Firm

Fixed Price, which allows us to stay flexible, adjusting our scope to meet customer needs as they

may adjust throughout the course of the period of performance.

General Project Assumptions

- The Granicus Experience Group will require access to all relevant documents, Client materials and personnel during the period of performance.

- Client will provide comments and approvals in a timely manner. Should Client delay project review/approvals for more than ten (10) days, a revised timeline may be required.

- Client will develop a list of stakeholders and approvers of the project, as well as give best estimates

on approval processes required to finalize deliverables.

- No more than two (2) rounds of Client review for deliverables (not including website content) with the first round focused on any substantive changes requiring reworking of assets or plans and the second round focused on any refinements to those assets or plans.

- Client project owners will aggregate feedback from all key business partners and communicate to Granicus.
- Granicus assumes that if Client requires additional deliverables and/or change of scope, the final budget and delivery date potentially may be impacted.
- It is the sole responsibility of Merced and its stakeholders to complete the content rationalization process and provide the documentation to Granicus. Granicus does not assume responsibility for Merced's completion of the content rationalization process. The activities and deliverables in this Statement of Work are designed to facilitate the content rationalization process and enroll the necessary stakeholders at the discretion of Merced, but participation in the process and finalization of the content rationalization documentation is the sole responsibility of Merced and its stakeholders.

The following items are assumed to be Out-of-Scope:

Any deliverable or consulting services requested but not outlined in this SOW will result in a

change of scope. Costs in this scope of work are related to the scope outlined above. Any changes to the scope or requested changes beyond the scope above may result in additional

costs, which will be approved by Client in advance in writing. This may include:

- Any additional rounds of review above and beyond what is documented in this SOW.
- Additional creative changes will be considered out of scope.
- Any out-of-pocket costs, not identified as part of this SOW consisting of, but not limited to photography, video, re-touching art and consumables, and/or purchasing artwork, etc.
- Any support for employee communications or crisis projects.
- Translation Services
- Custom Short Code for SMS communications

Change Control Procedure

The scope change request process will be the vehicle for communicating change. Either party

may initiate a change request. Both parties must review the proposed change and either approve or reject change, in writing, prior to proceeding with any change to this SOW.

Certificate Of Completion

Envelope Id: 8F391D9EED464C21BEB6F8FF18D98982

Status: Completed

Subject: City of Merced DocuSign: Professional Services Agreement with Granicus, LLC.pdf

Tyler Contract Number:

Source Envelope:

Document Pages: 27

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jeff Bennyhoff

AutoNav: Enabled

678 W 18th Street

Envelope Stamping: Enabled

Merced, CA 95340

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

bennyhoffj@cityofmerced.org

IP Address: 50.115.196.29

Record Tracking

Status: Original

Holder: Jeff Bennyhoff

Location: DocuSign

4/24/2024 2:00:22 PM

bennyhoffj@cityofmerced.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Merced

Location: DocuSign

Signer Events

Brendan Stierman

brendan.stierman@granicus.com

Manager, Contracts

Granicus LLC

Security Level: Email, Account Authentication
(Optional)**Signature**

DocuSigned by:

Brendan Stierman

8E342585D3714DF...

Signature Adoption: Pre-selected Style

Using IP Address: 73.239.16.23

Timestamp

Sent: 4/24/2024 2:03:06 PM

Viewed: 4/24/2024 2:11:43 PM

Signed: 4/24/2024 2:16:41 PM

Electronic Record and Signature Disclosure:

Accepted: 4/24/2024 2:11:43 PM

ID: e803774d-05cd-4702-b6fb-902bb186e367

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Mike Schultz

mike.schultz@granicus.com

Security Level: Email, Account Authentication
(Optional)**COPIED**

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

4/24/2024 2:11:43 PM

Signing Complete

Security Checked

4/24/2024 2:16:41 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	4/24/2024 2:16:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Merced (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Merced:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cityclerk@cityofmerced.org

To advise City of Merced of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cityclerk@cityofmerced.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Merced

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cityclerk@cityofmerced.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Merced

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cityclerk@cityofmerced.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Merced as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Merced during the course of your relationship with City of Merced.