

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this day of \_\_\_\_\_, 2023, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as "City") and Granicus, LLC, a Minnesota Limited Liability Company, whose address of record is 408 Saint Peter Street, Suite 600, Saint Paul, Minnesota 55102 (hereinafter referred to as "Consultant"). City and Contractor are sometimes herein referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, City is undertaking a project for migration of users from both website and intranet ADFS integration to Azure AD SSO integration; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide the 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 services described in Exhibit "A" attached hereto and incorporated herein by reference.

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 Information Technology Director or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

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 date final signature is received ("Commencement Date") and end one year from the Commencement Date.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, 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 One Thousand Six Hundred Dollars (\$ 1,600.00).

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City within thirty (30) days of receipt of an accurate invoice from Consultant and in accordance with the billing frequency noted in Exhibit "A", or if City is subject to different payment terms imposed by applicable regulation, such required payment duration. .

6. INTELLECTUAL PROPERTY OWNERSHIP AND USE RIGHTS.

a. Intellectual Property Ownership. Consultant and its licensors own all IP Rights in the products. City and its authorized users have no right, title or interest in the products other than the license rights expressly granted herein. All rights not expressly granted in the products are reserved by Consultant or its licensors.

b. License to Products. Consultant hereby grants City a non-exclusive, non-transferable license to access and use the products identified in Exhibit "A" during the Term set forth therein. Consultant reserves all right, title and interest in the Consultant products and services, the documentation and resulting product including all related intellectual property rights. No implied licenses are granted to City. The Consultant name, logo, and the product names are trademarks of Consultant, and no right or license is granted to City to use them. City assigns to Consultant the right to use or incorporate into the Services or products any suggestion, enhancement, request, recommendation, correction or other feedback provided by City relating to the use of the Consultant products and services. City shall not: (i) Misuse any Consultant resources or cause any disruption, including

but not limited to, the display of adult content, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted; (ii) Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of third parties; (iii) Use the Consultant products and services in a manner in which system or network resources are unreasonably denied to third parties; (iv) Use the products and services as a door or signpost to another server; (v) Access or use any portion of Consultant products and services except as expressly allowed by this Agreement; (vi) Disassemble, decompile, or otherwise reverse engineer all or any portion of the Consultant products and services; (vii) Use the Consultant products and services for any unlawful purposes; (viii) Export or allow access to the Consultant products and services in violation of U.S. laws or regulations; (ix) Subcontract, disclose, rent, or lease the Consultant products and services, or any portion thereof, for third party use; or (x) Modify, adapt, or use the Consultant products and services to develop any software application intended for resale which uses the Consultant products and services in whole or in part.

c. Third Party Contractors. City may permit its third-party contractors to access and use the Services solely on behalf of and for the benefit of City, so long as: (i) such contractor agrees to comply with this Contract as if it were City; (ii) City remains responsible for each contractor's compliance with this Contract and any breach thereof; and (iii) all volume or transaction-based use of the Services includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to City that give rise to such right or upon termination of this Agreement, whichever is sooner. Upon termination of such rights, contractor will immediately cease all use of the Services and uninstall and destroy all confidential or proprietary Contractor information in its possession. City will certify compliance with this section in writing upon Contractor's request.

d. Data Sources. City may only upload data related to individuals that originates with or is owned by City. City shall not upload data purchased from third parties without Contractor's prior written consent and list cleansing Services provided by Contractor for an additional fee. Contractor will not sell, use, or disclose any personal information provided by City for any purpose other than performing Services subject to this Contract.

e. Content. City can only use Services to share content that is created by or owned by City and/or content for affiliated organizations, provided that use

by City for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Services. Contractor is not responsible for any content used, uploaded or migrated by City or any third party.

f. Advertising. City shall not use Products to promote products or services available for sale through City or any third party without Contractor's prior written consent.

7. 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., sent by City or which has been created specifically and exclusively by Consultant for the City 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 or destroy upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically and exclusively for the City and are not necessarily suitable for any future or other use.

8. 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.

9. 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.

10. INDEMNITY. Consultant will defend City from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all

losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims that Consultant products and services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Consultant determines that this Agreement is likely affected, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Consultant will, in its discretion: (i) replace the affected Consultant products and services; (ii) modify the affected Consultant products and services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to City any prepaid fees for the then-remaining or unexpired portion of the Agreement term. Notwithstanding the foregoing, Consultant will have no obligation to indemnify, defend, or hold City harmless from any Claim to the extent it is based upon: (i) a modification to any solution by City (or by anyone under City's direction or control or using logins or passwords assigned to City); (ii) a modification made by Consultant pursuant to City's required instructions or specifications or in reliance on materials or information provided by City; or (iii) City's use (or use by anyone under City's direction or control or using logins or passwords assigned to City) of any Consultant products and services other than in accordance with this Agreement. This Section sets forth City's sole and exclusive remedy, and Consultant's entire liability, for any Claim that the Consultant products and services or any other materials provided by Consultant violate or infringe upon the rights of any third party.

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

**11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR CITY'S OBLIGATIONS TO PAY ANY AMOUNTS DUE UNDER EXHIBIT A, OR**

CONSULTANT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INTELLECTUAL PROPERTY INDEMNITY), 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 (2X) THE FEES PAYABLE BY CITY TO CONSULTANT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THAT THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED.

12. 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.

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 its sub-

contractors, and that any other insurance or self-insurance maintained by City or other named 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.

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 its sub-contractors, and that any other insurance or self-insurance maintained by City or other named 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 provide thirty (30) days written notice to City of any cancellation.

## 12. 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.

13. CONFIDENTIALITY. It is expected that one Party may disclose to the other Party certain information which may be considered confidential or trade secret information ("Confidential Information"). Subject to required disclosures under the California Public Records Act, Confidential Information shall include: (i) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (ii) non-public information of a Party if it is identified as confidential or proprietary before, during, or promptly after presentation and (iii) any information that should be



reasonably understood to be confidential or proprietary to a Party, given the nature of the information and the context in which disclosed.

Subject to required disclosures under the California Public Records Act and other applicable laws, each Party agrees to receive and hold any Confidential Information in strict confidence. Each Party also agrees: (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the other Party; (iii) not to use any Confidential Information for any purpose other than for performance under this Agreement; (iv) to restrict access to Confidential Information to those of its employees, agents, and contractors who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) to exercise at least the same standard of care and security to protect the Confidential Information received by it as it protects its own confidential information. If a Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the other Party as promptly as practicable so that such Party may seek a protective order or waiver for that instance.

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

Each Party shall return or destroy the Confidential Information upon written request by the other Party; provided, however, that each Party may retain one copy of the Confidential Information in order to comply with applicable law. The Parties understand and agree that it may not always be possible to completely remove or delete all Confidential Information from the respective Party's databases without some residual data.

14. **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 (such consent not to be unreasonably withheld); provided that Consultant may assign this Agreement, with reasonable notice to City, to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

15. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement at any time by mailing written notice to Consultant, at least ninety (90) days prior to the notice's effective date, that the Agreement is terminated. 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. Any portion of prepaid fees for which work has not been completed at the time of termination will be refunded to City.

16. **TERMINATION FOR DEFAULT.** Either party may terminate this Agreement, any purchase order or Statement of Work ("SOW") by written notice if the other party commits a material breach of this Agreement, the applicable purchase order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the Parties.

17. **WARRANTIES.** Consultant warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Consultant products and services; however, the Consultant products and services are provided "AS IS" and as available. EXCEPT AS PROVIDED ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT THAT CONSULTANT PRODUCTS

AND SERVICES WILL MEET CITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

***[Remainder of Page Intentionally Left Blank]***

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 :

\_\_\_\_\_  
City Manager

ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

Amanda  
C. Savage  
BY: \_\_\_\_\_  
City Attorney

Digitally signed by: Amanda C. Savage  
DN: CN = Amanda C. Savage  
email = asavage@lozanosmith.com, C = US, O = Lozano Smith  
Date: 2023.03.29 10:26:15 - 07'00'

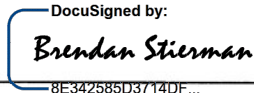
3/29/23  
Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

*{Signatures continued on next page}*

CONSULTANT  
GRANICUS, LLC,  
A Minnesota Limited Liability  
Company

BY:   
8E342585D3714DF...  
(Signature)

Brendan Stierman

(Typed Name)

Its: Manager, Contracts  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. \_\_\_\_\_

ADDRESS: 408 Saint Peter Street  
Suite 600  
Saint Paul, 55102

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

# EXHIBIT A

Order Form

## GRANICUS

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

THIS IS NOT AN INVOICE

Q-241321  
11 /21

Prepared for  
Merced, CA

### ORDER DETAILS

### Granicus Proposal for Merced, CA

Prepared By: Bryan Kim  
Phone:  
Email: bryan.kim@granicus.com  
Order #:  
Prepared On: Q-241321  
Expires On: 11/21/2022  
1/08/2023

### ORDER TERMS

Currency: USD  
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

Order  
Prepared: /2022

GRANICUS

Order Form

## PRICING SUMMARY

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

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
ADFS migration to Azure AD SSO	Milestones 40/20/20/20	I Each	\$1,600.00
SUBTOTAL:			\$1,600.00

Q-241321  
11 /21

## PRODUCT DESCRIPTIONS

Solution	Description
ADFS migration to Azure AD SSO	Granicus will configure and assist City with migration of users from both website and intranet ADFS integration to Azure AD SSO integration.

Q-241321  
11/21

## TERMS CONDITIONS

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of 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.
- 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.

Order

Prepared: /2022



Order Form  
Merced, CA

## BILLING INFORMATION

Billing Contact:

Purchase Order  
Required?

☐ Yes

☐ No

Billing Address:

PO Number:

If PO  
required

Billing Email:

Billing Phone:

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

The pricing, terms, and conditions of quote Q-241321 dated 11/21/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

## AGREEMENT AND ACCEPTANCE

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

Signature:

Name:

Title:

Date:

0-241321  
11/21

Order  
Prepared: /2022

**CERTIFICATE OF EXEMPTION  
FROM PROFESSIONAL LIABILITY INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, neither I nor my company will be subject to the provisions of the Professional Liability insurance requirements of the State of California. I further represent and warrant that, at all times during the performance under this Agreement, my company and I shall not employ any person in any manner so as to become subject to the Professional Liability insurance requirements of the State of California.

In the event I am, or my company is, determined to be subject to the Professional Liability insurance requirements of the State of California, I shall indemnify, protect, defend, and hold harmless the City of Merced for the payment of any Professional Liability insurance premiums, claims, penalties, interests, or payments.

I declare the above is true and correct and declare the same under penalty of perjury in accordance with the laws of the State of California.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

DocuSigned by:

*Brendan Stierman*

8E942585D9714DF...

\_\_\_\_\_  
Consultant/Vendor Signature

\_\_\_\_\_  
Brendan Stierman

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Manager, Contracts

\_\_\_\_\_  
Title

\_\_\_\_\_  
Granicus LLC

\_\_\_\_\_  
Company

**Certificate Of Completion**

Envelope Id: FE24261216804A45BB20C9985CECFB50

Status: Completed

Subject: Complete with DocuSign: Granicus, LLC Agreement for Professional Services (01032507x7AD00).PDF,...

Tyler Contract Number:

Source Envelope:

Document Pages: 18

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jeff Bennyhoff

AutoNav: Enabled

678 W 18th Street

Envelopeld Stamping: Enabled

Merced, CA 95340

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

bennyhoffj@cityofmerced.org

IP Address: 50.115.196.29

**Record Tracking**

Status: Original

Holder: Jeff Bennyhoff

Location: DocuSign

4/13/2023 11:19:00 AM

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: 163.116.138.113

**Timestamp**

Sent: 4/13/2023 11:23:32 AM

Viewed: 4/13/2023 12:25:15 PM

Signed: 4/14/2023 11:31:58 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/13/2023 12:25:15 PM

ID: 9dbba191-b992-4d12-83a5-cd3f8e010891

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

Envelope Sent

Hashed/Encrypted

4/13/2023 11:23:32 AM

Certified Delivered

Security Checked

4/13/2023 12:25:15 PM

Signing Complete

Security Checked

4/14/2023 11:31:58 AM

Completed

Security Checked

4/14/2023 11:31:58 AM

**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.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **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](mailto: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](mailto: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](mailto: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](mailto: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.