

**AGREEMENT FOR SOFTWARE  
LICENSES, SUPPORT, AND MANAGED  
SOFTWARE SERVICES**  
County of Nevada, California

This AGREEMENT is made by and between the **County of Nevada**, a political subdivision of the State of California (herein "County"), and **Granicus, LLC, d/b/a Granicus** (herein "Contractor"), wherein Contractor agrees to provide the software and services described in Appendix B-1.

The term of this AGREEMENT shall be for the period July 1, 2023 through June 30, 2026.

This AGREEMENT, including the following Schedules, constitutes the entire understanding and agreement between the Parties. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

- Schedule A:                   General Terms and Conditions**
- Schedule B:                   Software License Agreement**
- Appendix B-1: Licensed Products Description**
- Schedule C:                   Software Support and Managed Services Agreement**
- Schedule D:                   Schedule of Charges and Payments**

**GRANICUS, LLC:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

–

**COUNTY OF NEVADA:**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name/Title: Honorable Edward C  
Scofield,  
Chair, of the Board of Supervisors

By: \_\_\_\_\_  
Attest: Julie Patterson Hunter,  
Clerk of the Board of Supervisors

Approved as to Form – County Counsel:

By: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A: GENERAL TERMS AND CONDITIONS

### Definitions

- 1.1 *Agreement*: This Agreement, all schedules, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.2 *Authorized Representative*: The person or persons authorized by County to work with Contractor to implement changes to the Software, submit Software issues to Contractor to resolve, and authorize the Contractor to make changes to the list of Users who can use the Software.
- 1.3 *Computer System*: The desktop hardware and software components and programs that are used by County in conjunction with the Software, but do not include the Hosting Servers.
- 1.4 *Confidential Information*: Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Party ("Discloser") to another Party ("Recipient") pursuant to this Agreement or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time. Confidential Information does not include any information: (1) Recipient knew before Discloser provided it; (2) which has become publicly known through no wrongful act of Recipient; (3) which Recipient developed independently, as evidenced by appropriate documentation; or, (4) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.5 *Copyrights*: Copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.
- 1.6 *Customization*: Any improvement, derivation, extension or other change to the Software made by Contractor at the request of the County, including any that result from the joint efforts or collaboration of Contractor and County. Contractor may, from time to time, incorporate Customizations into the Software as "Enhancements."
- 1.7 *Data or Content*: All data entered or used by County in order to use the Software, including but not limited to user account data and the data for which the Software is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.8 *Database Software*: Relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store COUNTY data on a disk sub-system as part of the operation of the Software.
- 1.9 *Derivatives*: Any and all adaptations, enhancements, improvements, modifications, revisions, extensions or translations, whether to Intellectual Property or otherwise.
- 1.10 *Documentation*: Standard user publications relating to use of the Licensed Software, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.
- 1.11 *End User*: Any employee(s), affiliate(s), agent(s), or representative(s) of the County, or any other person under the direction or control of the County that uses the Software to perform certain functions or tasks as required by the County.

- 1.12 *Enhancement*: A change or addition, other than maintenance modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; *provided, however*, that Enhancements do not include any New Product.
- 1.13 *Error*: Either (a) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet Specifications therefor; or, (b) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet the Specifications therefor.
- 1.14 *Error Correction (may also be referred to as "Patch")*: Either (a) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the County. Temporary repair may be made permanent and released in Subsequent Releases of the Software.
- 1.15 *Hardware*: The Computer System components and equipment, other than the Licensed Software and Third-Party Software.
- 1.16 *Hosting Services Agreement*: That certain Hosting Services Agreement, between Contractor and Hosting Vendor, providing for the Hosting Servers that store the Hosted Software and Data for County's access.
- 1.17 *Hosting Servers*: Those servers controlled and managed by Contractor for hosting the Hosted Software and which may be accessed by County for purposes of utilizing the Hosted Software.
- 1.18 *Hosted Software*: A fully operational, stable and up to date Version of the Software that Contractor will make accessible to County via the Internet and that is installed on the Hosting Servers.
- 1.19 *Intellectual Property or IP Rights*: Trade Secrets, Copyrights, Derivatives, Documentation, Patents, Software, Technical Information, Technology, and any and all proprietary rights relating to any of the foregoing.
- 1.20 *Maintenance Release*: A Subsequent Release of the Licensed Software that includes Error Corrections and/or Updates.
- 1.21 *New Product*: Any change or addition to Software and/or related Documentation that: (1) has
- 1.22 *Order*: a binding proposal, written order, or purchasing document setting forth the Products made available to County pursuant to this Agreement.
- 1.23 *Party*: Either Contractor or County, and "Parties" means both of the same.
- 1.24 *Patents*: All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.25 *Project Management*: The process of planning, scheduling, and controlling certain activities in order to meet project objectives.
- 1.26 "Products" means the online or cloud subscription services, on premise software, and embedded software licensed to County, and hardware components purchased by County under this Agreement;
- 1.27 *Release*: Means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.
- 1.28 *Software*: The software program(s) identified on Appendix B-1, including Error Corrections and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.
- 1.29 *Specifications*: The functional, operational, and performance characteristics of the Licensed Software as described in Contractor's current published Documentation.
- 1.30 *Subsequent Release*: A release of the Licensed Software for use in a particular operating environment which supersedes the Licensed Software. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified Licensed Software product. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.

- 1.31 *Support Services*: Those services provided by Contractor as described in Schedule C: Software Support and Managed Services Agreement.
- 1.32 *Third Party Software*: Software utilized in tandem with the Licensed Software, and necessary to enable the Licensed Software to perform the Specifications, supplied by Contractor with the Licensed Software or acquired directly by County on the advice of Contractor.
- 1.33 *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.
- 1.34 *Update*: A revision of the Software released by Contractor to its end user customers receiving maintenance and support services from Contractor. "Update" does not include any New Product or added features for which Contractor generally imposes a separate charge.
- 1.35 *Upgrade*: Either an enhancement to the Licensed Software code to add new features or functions to the Licensed Software or software programming revisions containing corrections to Error Corrections that have been reported by users or discovered by the Contractor. Upgrades include revisions that are made to the Software to conform to a newer version of the operating system software.
- 1.36 *Users*: People who, in accordance with the terms of this Agreement, are authorized by County's Authorized Representatives to access the Software for purposes of performing data entry, analysis, or reporting, or for providing technical support.
- 1.37 *Version*: A new version of the Software that includes minor Enhancements and/or Error Corrections, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").

**Notices:**

This Agreement shall be managed and administered on behalf of the respective parties by the individuals identified below. All invoices shall be submitted to and approved by the County's representative so identified. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed to said party and shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**Contractor:**  
Granicus  
408 St. Peter Street  
Suite 600  
St. Paul, MN 55102  
Contact Person: Contracts

Office: 651-757-4154  
[contracts@granicus.com](mailto:contracts@granicus.com)

**County of Nevada:**  
950 Maidu Avenue  
Nevada City, California 95959

Contact Person:  
Landon Beard, Chief Information Officer  
Office: 530-265-1687  
[Landon.beard@nevadacountyca.gov](mailto:Landon.beard@nevadacountyca.gov)

## **Standard of Performance**

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

## **Contractor as Independent**

In providing services hereunder, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

## **Indemnification**

### **1.1. Indemnification by Contractor.**

Contractor will defend County from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the Contractor or its agents or employees, and any Claims by any third party that Contractor's Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW; except those liabilities, claims, demands, judgments damages, losses or expenses to the extent resulting from the negligence or willful misconduct of the County. In the event of such a Claim, if Contractor determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Contractor will, in its discretion: (a) replace the affected Contractor Products and Services; (b) modify the affected Contractor's Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to County any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) a modification to any solution by County (or by anyone under County's direction or control or using logins or passwords assigned to County); (ii) a modification made by Contractor pursuant to County's required instructions or specifications or in reliance on materials or information provided by County; or (iii) County's use (or use by anyone under County's direction or control or using logins or passwords assigned to County) of any Contractor Products and Services other than in accordance with this Agreement. This section 5.1 sets forth County's sole and exclusive remedy, and Contractor's entire liability, for any Claim that the Contractor's Products and Services or any other materials provided by Contractor violate or infringe upon the rights of any third party.

### **1.2. Indemnification by County**

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

**1.3. Joint Liability.** With respect to any and all liabilities, claims, demands, judgments damages, losses or expenses arising from the joint or concurrent negligence of Contractor and the County, each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction.

**1.4. Limitation of Liability.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID BY THE COUNTY FOR THE CONTRACTOR GOODS AND SERVICES DURING THE THIRTY-SIX (36) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF A CLAIM FOR DAMAGES.

**1.5. Defense.**

With regard to any Claim subject to indemnification pursuant to this Section 5: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

**1.6. Intellectual Property**

- a. Notwithstanding any language contained herein to the contrary, Contractor warrants that the Software does not infringe upon or violate any patent, copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Except as otherwise provided, Contractor, at its own expense, will defend, indemnify and hold County harmless from any claim made or threatened or any suit or proceeding brought against County insofar as it is based on an allegation that the Software furnished by Contractor under this Agreement infringes any copyright or patent in existence on the date the Software was initially provided to County, but only if County does all of the following:
  - i. notifies Contractor of that action in writing within a reasonable period of time (such that Contractor suffers no prejudice to its rights);
  - ii. gives Contractor the right to control and direct the defense and settlement of that action;
  - iii. makes no compromise, settlement, or admission of liability; and
  - iv. provides reasonable assistance and cooperates in the defense of that action at Contractor's reasonable expense.
- b. Subject to the limitations set forth in this Agreement, Contractor shall pay any resulting damages, costs and expenses finally awarded to a third party, including, but not limited to, reasonable legal fees, incurred as a result of the Software's infringement of a copyright or patent right. Contractor will have no responsibility for the settlement of any claim, suit, or proceeding made by County without Contractor's prior written approval.
- c. If the Software is held to infringe, and the use of the Software is enjoined, Contractor, at its expense, will do one of the following:
  - i. procure for County the right to continue using the infringing or potentially infringing Software;
  - ii. replace the infringing or potentially infringing Software with non-infringing software; or

iii. modify the infringing or potentially infringing Software so that it becomes non-infringing.

iv. If none of the foregoing remedies are commercially feasible, Contractor will return to County the initial license fee actually paid by County to Contractor under this agreement, and upon such a return, any licenses granted to County for the Software shall terminate immediately.

2.0 Insurance During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages:

**2.1 Commercial General Liability Insurance:** (County Resolution No. 90674) Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000.
- b. An endorsement including County as an additional insured under said policy, with respect to claims or suits arising from Seller's product(s) and/or the services provided under this contract;
- c. A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with Contractor's insurance; and
- d. Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.

**2.2 Technological Errors and Omissions Insurance:** Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than \$1,000,000 and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**2.3 Cyber Liability Insurance:** Contractor shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, insurance policies of not less than \$1,000,000 for each claim and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

**2.4 Automobile Liability Insurance:** (County Resolution No. 90676) For each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- a. Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$1,000,000.
- b. An endorsement including County as an additional insured under said policy, with respect to claims or suits arising from the Services provided under this Agreement.
- c. A provision that said insurance shall be primary and other insurance maintained by the Buyer shall be excess only and not contributing with Seller's insurance; and,

- d. Upon receipt of such notice, County will provide Contractor in writing a notice that Contractor has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that Contractor's failure to do so will constitute default under the terms of this Agreement.

**2.5 Worker's Compensation:** (County Resolution No. 90674) Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. CONTRACTOR shall maintain said policy or self-insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to the County.

**2.6 Miscellaneous Insurance Provisions:** (County Resolution No. 90675) All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per claim" basis. If the County does consent to "claims made" coverage, then the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract or work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

### **3.0 Ownership of Data**

County is and shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all County data. Contractor shall not release any materials under this section without prior written approval of County. Subject to the limited rights expressly granted hereunder, Contractor and/or its licensors reserve all right, title and interest in the Contractor's Products and Services, the documentation and resulting product including all related Intellectual Property rights. Further, no implied licenses are granted to County. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Contractor or its suppliers, and no right or license is granted to use them.

County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any County data, documents or other similar materials prepared solely and exclusively under this Agreement, except for the Software, Contractor's Products and Services, the documentation and resulting product including all related Intellectual Property, which shall be subject to the ownership and other restrictions set forth in this Agreement.

### **4.0 Assignment and Subcontracting**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the County and Contractor. They may not be transferred, subcontracted, or assigned without the prior written consent of both parties.

Notwithstanding the foregoing, Contractor may assign its rights under this Agreement in full, without the County's prior written consent, in the event of any successor or assign that has acquired all, or substantially all, of the Contractor's business by means of a merger, acquisition, stock purchase, asset purchase, or otherwise.



Contractor shall cause and require each transferee and subcontractor to comply with the insurance provisions set forth herein at to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee and subcontractor shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which COUNTY may elect to suspend payments hereunder, or terminate this Agreement, or both.

## **5.0 Confidentiality**

It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Contractor's Products and 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 to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists 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 (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding, or through a California Public Records Act or Freedom of Information Act request, to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

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

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

Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with

applicable laws and the terms of this Agreement. County understands and agrees that it may not always be possible to completely remove or delete all personal data from Contractor's databases without some residual data because of backups and for other reasons.

## **6.0 Warranty**

Contractor warrants the Software to operate in all material respects as specified in the Contractor- provided documentation. If Contractor makes or has made claims in response to specifications listed in a County solicitation, then the Contractor warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Software to operate in all material respects as claimed in response to the solicitation, however, the Contractor's Products and Services are provided "AS IS" and as available. Contractor disclaims any responsibility for the use or function of the Software beyond the parameters set forth in the Documentation or in Contractor's response to County's solicitation. Contractor warrants that the Software does not contain any disabling devices that would allow Contractor to terminate operation of the Software. Contractor further warrants that, to the best of its knowledge, the Software does not contain any viruses.

**THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF CONDITIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES CONTRACTOR MAKE ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY OR CURRENCY OF ANY INFORMATION CONTENT.**

**CONTRACTOR'S LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SOFTWARE BY COUNTY SHALL BE IN ACCORDANCE WITH SECTION 1.4 OF THIS AGREEMENT. THIS LIMITATION OF CONTRACTOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF CONTRACTOR ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT COUNTY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.**

Unless otherwise stated in the applicable Schedule, Contractor shall not be liable for, and County hereby assumes the risk of and shall indemnify and hold harmless Contractor against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by County in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by County to perform services in connection with the Software.

## **7.0 Nondiscrimination and Compliance with Laws**

In providing Services hereunder, Contractor agrees to comply with all applicable laws and regulations, including but not limited to those relating to nondiscrimination and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

## **8.0 Prior Nevada County Employment (County Resolution No. 03-353)**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally

approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by COUNTY, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

## **9.0 Intellectual Property**

County acknowledges that Contractor owns all right, title and interest in and to the Software, the Documentation, and other information relating thereto, including all patents, trademarks, copyrights, trade secrets and other Intellectual Property rights. No rights, other than those granted pursuant to the License, are transferred to County.

## **10.0 Conflict of Interest**

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. This covenant shall not prohibit Contractor from offering the same or similar Software and Services to other entities.

## **11.0 Responsibilities of County**

County shall provide all information reasonably necessary to Contractor in performing the Services provided herein. Contractor shall not be responsible for any delays caused by County's failure to provide information or failure to perform obligations.

## **12.0 Technology Life Expectancy**

County understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. County further acknowledges that Contractor will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to County under this Agreement or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and County may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether upgrades are advised. Contractor shall, for the duration of the maintenance period covered by this Agreement, and at no additional cost to County, maintain the Software to be compatible with Microsoft-supported operating systems and databases. County is solely responsible for all costs associated with such future resources and upgrades.

## **13.0 Term and Termination**

### **13.1 Termination by County**

- a. For Cause: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, the County may elect to immediately suspend payments and to provide written notice to Contractor of County's intent to terminate the Agreement. Upon receipt of such notice, Contractor shall have sixty (60) days to cure the breach or correct the failure to perform. If the cure or correction is not deemed acceptable by County within the 60 day cure period, Contractor will immediately discontinue all services affected (unless the notice directs that the Disentanglement provision herein shall be invoked), and shall deliver to County all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services solely and exclusively under this Agreement, whether completed or in process.
- b. For Convenience: County may, by no less than ninety (90) days written notice stating the

extent and effective date, terminate this Agreement in whole or in part at any time. Upon receipt of such notice, Contractor shall promptly cease work and notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by Contractor. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity. Upon receipt of such notice, Contractor shall immediately discontinue all services affected (unless the notice directs that the Disentanglement provision herein shall be invoked), and shall deliver to County all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services solely and exclusively under this Agreement, whether completed or in process.

**13.2** Termination by Contractor

- a. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Schedule D, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- b. For Cause: Should County default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

**13.3** Disentanglement

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) three (3) months after the expiration of the then-current Term of the Agreement.

**13.4**

- a. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession, pursuant to the terms of this Agreement.
- b. Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted or delivered to County or County's designee, pursuant to the terms of this Agreement.

**13.5** Renegotiation Option: In view of the fact that it is unknown how long the products and services will be employed by County and that County will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the Agreement including any extensions and renewals, County and Contractor may renegotiate the Agreement upon mutual agreement of the parties.

**13.6** Effect of Termination: Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the software licensed to the County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and

that said data is securely transmitted to County, pursuant to the terms of this Agreement. The termination of this Agreement shall not affect the County's rights to the Software pursuant to Schedule B (License Agreement) provided that County has paid all Software license fees set forth in the Schedule D and County is not in breach of any provision of this Agreement or the Schedules. If County terminates this Agreement prior to the payment of all Software license fees, or if County is in breach of this Agreement, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 9 of this Schedule A, shall survive termination of this Agreement.

#### **14.0 Informal Dispute Resolution**

If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

#### **15.0 Compliance with Public Records Law**

All information County receives from Contractor, whether received in connection with Contractor's proposal or in connection with any services performed by Contractor, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided, however, that if any information is set apart and clearly marked "Confidential Information" pursuant to Section 9, above, when it is provided to County, County shall give notice of Contractor of any request for disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the County, satisfactory to the County Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "Confidential" designation of such information.

Contractor and County understand and agree that any failure by Contractor to respond to the notice provided by County and/or to enter into an agreement with County, in accordance with the provisions above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "Confidential" by Contractor, and County shall disclose such information pursuant to applicable procedures required by the Public Records Act.

#### **16.0 Books of Record and Audit Provision**

Contractor shall maintain complete records relating to this Agreement for a period of five (5) years from the completion of Services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of any sales tax payable.

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days' notice. Contractor shall promptly refund any moneys erroneously charged.

#### **17.0 Taxes**

With the exception of sales or use taxes which may be levied by the State of California for software or related materials, County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. Similarly, Contractor shall not be responsible for paying any taxes on County's behalf, and should Contractor be required to do so by state, federal, or local taxing agencies, County agrees to promptly reimburse Contractor for the full

value of such paid taxes plus interest and penalty, if any. (The fees set forth in Schedule E do not include any amounts for sales taxes, as it is anticipated that all software and related materials will be provided by Contractor by electronic delivery.)

**18.0 Jurisdiction and Venue**

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**19.0 Compliance with Applicable Laws**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**20.0 Authority**

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

**21.0 Expert Witness**

If requested by County, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Agreement.

**22.0 Section Headings**

The headings of the several sections of this Schedule A and other Sections which comprise this Agreement, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**23.0 Severability**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**24.0 Amendment and Waivers**

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by both Parties. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

**25.0 Force Majeure**

Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile action, or catastrophic natural event. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

**26.0 Publicity**

County authorizes Contractor to use County's name in its list of customers. The parties agree that either party or both may issue a mutually acceptable news release regarding County's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Contractor may publicly refer to County (by name only) as being a customer of Contractor, and only in relation to this Agreement except as otherwise authorized by County.

## **SCHEDULE B—SOFTWARE LICENSE AGREEMENT**

### **1. Agreement to License**

This Agreement provides for the grant by Contractor to County of the right to use the Software, in accordance with the terms and conditions of this Agreement. Contractor shall license to County and County shall license from Contractor, the Software as described in Appendix B-1, Licensed Products Description.

#### **Grant of License**

Unless this Agreement is terminated in accordance with the provisions of Schedule A: General Terms and Conditions, Contractor grants to County a nontransferable (except as otherwise provided in Section 8 of Schedule A, "Assignment and Subcontracting"), revocable and nonexclusive right to use the Software (machine readable version) and Documentation therefor in accordance with the terms and conditions of this for the term of the Agreement. Such use shall be limited to County only. Title to the Software remains with Contractor, which shall be the sole and exclusive owner of all rights to Patents, Copyrights, Trademarks, Trade Secrets, and all other Intellectual Property rights in the Software and in all Customizations, Derivatives and Enhancements thereto. Any data supplied by the County shall remain the property of the County.

#### **Right to New Versions**

If Contractor creates a new Version of the Software, Contractor will provide that new Version to County at no additional charge so long as the County is current with payments to Contractor for the Support and Managed Services Fee. The delivery of each Version and Release will include Installation, any necessary data conversions, and Release documentation that will include Release/Version notes, and any updated Training materials prepared by Contractor. Notwithstanding anything in the foregoing to the contrary, the County shall, at its own expense, be responsible for the User Training with respect to each Version and Release. County understands implementation of a new Version may require County to upgrade its Computer Systems.

### **2. Third Party Software**

County shall execute all documents reasonably requested by Contractor and will abide by all reasonable requirements with respect to Third Party Software licensed or sublicensed by Contractor to County hereunder, or necessary to the performance of the Software hereunder in accordance with the Specifications, and County agrees to maintain in effect all required licenses and approvals of all applicable third persons.

Contractor assumes no responsibility for correcting any adverse effects on either the performance or operation of the Software as a result of County's use of (a) Third Party hardware or software and/or (b) databases and networks external to the Software in conjunction with the Software except where such Third Party hardware or software has been approved by Contractor in writing prior to its installation. Contractor may, at Contractor's option, provide consultation services or diagnostic support relating to the County's use of such Third Party hardware and software, external databases and networks, and shall reserve the right to charge County at rates to be negotiated between the parties.

### **3. Third Party Technologies**

Any third party technologies required to properly execute the Software may change over time. Additional network, communications or computer resources may be required to enable County to install and use enhancements, promotions or new Versions of the Software. Contractor will make best efforts to give the County a minimum of 60 days notice of additional third party software products that may be required, and provide information to allow County to evaluate the impact of the enhancement, promotion or new Version on network performance and to plan for network upgrades.

#### **Rights of County as Licensee**

- 3.1. County may make copies of the Documentation for County's internal use only, provided that Contractor's copyright and other proprietary legends are reproduced on each copy.



- 3.2. County may permit access to the Software to third parties for the purpose of loading data and/or generating reports, subject to execution by said parties of a non-disclosure agreement to be provided by Contractor.

#### **4. Restrictions**

In addition to other restrictions set forth in this Agreement, County may not:

- 4.1. Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;
- 4.2. Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;
- 4.3. Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by County under this Agreement;
- 4.4. Without prior written approval of Contractor, modify or manipulate the data in the Software's database, except by means provided in the Software;
- 4.5. Without prior written approval of Contractor, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for County under this Agreement; or
- 4.6. Intentionally remove the labels or any proprietary legends from the Software or its Documentation.

#### **5. Tools and Customizations**

County shall not have any right to independently make changes to the underlying code of the Software. County may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Contractor shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

#### **Documentation**

Contractor will provide Documentation of the process and procedures for use of the Software. Documentation will be embedded in the Software and accessible to End Users through a "Help" icon or menu.

#### **Right to Audit**

Contractor shall have the right, up to two (2) times per calendar year and within ten (10) days of Contractor's written request, during normal business hours and at times mutually agreed upon by the parties, to audit County's use of the Software to monitor compliance with this Agreement. If an audit reveals that County has exceeded the restrictions on use, County shall be responsible for the prompt payment to Contractor of any underpayment of license fees.

## **Appendix B-1 Licensed Products Description**

- 1. Legistar**
- 2. Citizen Participation Suite**
- 3. DisclosureDocs**
- 4. Boards and Commissions**
- 5. Open Platform Suite**
- 6. GovMeeting Live Cast**
- 7. Granicus Live Cast Encoding Software**

### **1. Legistar Maintenance and Support**

Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:

- Unlimited user accounts
- Unlimited meeting bodies and meeting types
- Unlimited data storage and retention
- One Legistar database
- One InSite web portal

### **2. Citizen Participation Suite Maintenance and Support**

Licensing by the County for use of these products and services shall include use by the Cities of Nevada City and Grass Valley, California and the Nevada County Digital Media Center (NCDMC, operating as NCTV). Any services provided to these other entities for project set up, training, implantation, or related support services shall be governed by separate agreements between Contractor and the respective entities.

The Granicus Citizen Participation suite provides the ability to involve the community throughout the legislative process and produce better outcomes. The Citizen Participation suite also reduces staff time by providing the ability to effortlessly collect, manage, and prioritize citizen input. The software provides a convenient way for citizens to voice their feedback and participate online. Granicus Citizen Participation includes:

- Unlimited user signup
- SpeakUp tool
- eComment tool
- Ability for citizens to sign up and participate in online projects, discussions, forums, ideas, surveys, and meetings
- Spam protection through CAPTCHA
- Profanity filters
- Role Permissions for administrators
- Idea module
- Discussion module
- Forum module
- Projects module
- Survey module
- Meetings module
- Reporting on a module by module basis
- Ability to request, speak, or comment on agenda items

### **3. DisclosureDocs Maintenance and Support**

DisclosureDocs™ is a desktop application that provides numerous features to manage Filers, Conflict of Interest Code changes, Full and Facial Reviews, generate letters, Emails, business process reports and manage your corresponding public access and electronic filing components.

Up to 500 Active Filers for Clerk of the Board and up to 150 Active Filers for Human Resources for the following system modules:

- DisclosureDocs Management Suite for Filing Officer (Filer Manager, Agency Management, Configuration Module, Emails, Reports, Letters, etc.)
- DisclosureDocs-Full Review Module
- eDisclosure-Filer Module
- eDisclosure-Contact Person Module
- Conflict of Interest Code Module

#### **4. Boards and Commissions**

Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:

- Unlimited user accounts
- Unlimited boards, commissions, committees, and subcommittees
- Unlimited storage of citizen applications
- Access to up to one (1) Boards and Commissions site
- Access to customizable, embeddable iFrame websites for displaying information to citizens
- Access to a customizable online citizen application form including board-specific questions
- Customizable forms for board details, appointment details, and internal tracking details
- Pre-designed document PDFs for applications, board details and rosters, and vacancy reports
- Downloadable spreadsheets for easy reporting
- *Optional custom templates for document or report generation may also be purchased for an additional fee.*

#### **5. Open Platform Suite Maintenance and Support**

Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Licensing by the County for use of these products and services shall include use by the Cities of Nevada City and Grass Valley, California and the Nevada County Digital Media Center (NCDMC, operating as NCTV). Any services provided to these other entities for project set up, training, implantation, or related support services shall be governed by separate agreements between Contractor and the respective entities.

#### **6. GovMeetings Live Cast**

govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.

#### **7. Granicus Live Cast Encoding Software**

Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. Only used with the Live Cast encoder hardware and Live Cast solution.

## THIRD PARTY DISCLAIMER

**ClearCaster and LiveCast Services:** County and Granicus agree that a third party will provide services under this Agreement. County expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.

### ClearCaster Terms & Conditions

The ClearCaster products are subject to the following terms:

**Permitted Use.** Granicus hereby grants during each Order Term or as otherwise specified in the Order, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, nontransferrable right to use the ClearCaster products to the extent allowed in the relevant Order (collectively the “Permitted Use”). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the ClearCaster products up to the levels limited in the applicable Order.

**Data Sources.** Data uploaded into ClearCaster products must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into the ClearCaster products without Granicus’ written permission and professional services support for list cleansing.

**Passwords.** Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the the ClearCaster products accessed through Customer’s passwords.

**Content.** Customer can only use the ClearCaster products to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

**Disclaimers.** Any text, data, graphics, or any other material displayed or published on Customer’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by County or any third party.

**Advertising.** The ClearCaster products shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through the ClearCaster products prior to approving the presence of Advertising within the ClearCaster products.

**Restrictions.** Customer shall not:

- Misuse any Granicus resources or the ClearCaster products or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus customers;
- Customer must not use the Granicus products, services or the ClearCaster products in a manner in which system or network resources are unreasonably denied to other Granicus clients;

- Customer must not use the services or ClearCaster products as a door or signpost to another server.
- Access or use any portion of the ClearCaster products, except as expressly allowed by this Order;
- Copy, distribute, sublicense, or otherwise share, software provided on the ClearCaster products;
- Disassemble, decompile, or otherwise reverse engineer all or any portion of the ClearCaster products; or add or remove software on the ClearCaster products without Granicus consent;
- Use the ClearCaster products for any unlawful purposes;
- Export or allow access to the ClearCaster products in violation of U.S. laws or regulations;
- Except as expressly permitted in this Order, subcontract, disclose, rent, or lease the ClearCaster products, or any portion thereof, for third party use; or
- Modify, adapt, or use the ClearCaster products to develop any software application intended for resale which uses the ClearCaster products in whole or in part.

**Customer Feedback.** Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the ClearCaster products. Granicus may use such submissions as it deems appropriate in its sole discretion.

**Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the ClearCaster products, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

**License to Content; Access.** Customer hereby grants Granicus and its vendors a limited right and license to view, access, use, modify, adapt, reproduce, transmit, distribute, display, and disclose Content for the sole purpose of providing the ClearCaster products. Customer agrees that Granicus and its vendors may remotely access the ClearCaster products for the sole purpose of providing Granicus products and services, and the ClearCaster products.

**Warranties and Disclaimers.** The ClearCaster products are provided “AS IS” and as available. 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. NEITHER GRANICUS NOR ITS SUPPLIERS WARRANT THAT THE CLEARCASTER PRODUCTS WILL MEET CUSTOMER’S REQUIREMENTS NOR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

Notwithstanding the foregoing and subject to payment of all applicable fees, Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

**EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS NOR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS NOR ITS SUPPLIER SHALL BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, TECHNOLOGY, OR HARDWARE; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, HARDWARE, CLEARCASTER PRODUCTS, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS’ REASONABLE CONTROL, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES.

**LIMITATION OF LIABILITY.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES RESULTING EXCLUSIVELY FROM THE CLEARCASTER PRODUCTS (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THE CLEARCASTER PRODUCTS MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

## **SCHEDULE C—SOFTWARE SUPPORT AND MANAGED SERVICES AGREEMENT**

### **1.0 Scope of Agreement**

- 1.1** This Schedule C covers the maintenance of Software licensed or delivered by Contractor for the benefit of the County pursuant to that certain concurrently effective Software License Agreement (Schedule B) between the parties, as listed on Appendix B-1. This Agreement provides maintenance services only with respect to Software, including third party software, supplied by Contractor to County pursuant to the terms of the Software License Agreement. This Agreement does not provide for maintenance services for any third party software not provided by Contractor to County or for any hardware.
- 1.2** Contractor's obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Contractor will support only those Versions between 3.x and 4.5. Contractor will provide County no less than one hundred and eighty (180) days written notice prior to discontinuing Support Services for a Version of the Software. The County will be allowed to upgrade to the latest version of the Software at no additional cost (including data migration). If County desires support for earlier Versions of the Software, such support may be treated by Contractor as additional consulting services for which County will be billed at Contractor's then-current time-and-materials rates. County understands that its implementation of a new Version may require County to upgrade its Computer System.

### **2.0 Software Support and Managed Service Fees**

Software Support and Managed Service fees shall be as detailed in Schedule D, Schedule of Charges and Payments.

### **3.0 Hosting Services**

Contractor shall arrange hosting of the Software on behalf of the County at a data storage center within the United States (excluding the U.S. territories). The hosting facility shall be a minimum tier III certified data center per the Uptime Institute. For the Term of this Agreement and any extensions or renewals hereto, County will have the ability to access and use the Software on the hosted servers provided by the Hosting Vendor selected by the Contractor subject to the limitations and rights set forth in this Agreement and in the Hosting Services Agreement. Contractor shall notify County of any change in Hosting Vendor within thirty (30) days following such change. Availability of access, data security, remedies related to the same and other similar matters will be governed by an agreement the Contractor has executed with the Hosting Vendor. County shall be solely responsible for accessibility as it relates to the Computer Systems, local connectivity to the internet, and other County network functionality.

### **4.0 Data Backup, Retention and Disposal.**

Contractor shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Contractor shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.

Using appropriate and reliable storage media, Contractor will back up County data daily and retain such backup copies until termination of this agreement. At termination of this Agreement and at County's election, Contractor will destroy or overwrite the backup copies..

### **5.0 Confidentiality of County Information.**

- 5.1** Any information obtained by Contractor or a subcontractor, such as Hosting Vendor, that is considered confidential by federal or state law, shall remain confidential and not disclosed unless court ordered to do so. The Contractor and Hosting Vendor must employ industry standard protections to prevent unauthorized access of confidential data. Any unauthorized

access to data that will violate this confidentiality statement shall promptly be reported to the County.

- 5.2 Contractor shall not use County information for any purpose other than providing requested services to the County and shall not transmit County data to any third party, except as requested by the County.
- 5.3 Contractor shall report to County within seventy-two (72) hours any violations of these provisions with regard to confidentiality of data, or any data security incidents that may result in the unauthorized disclosure of County information. Data security incident means any verified incident : (a) unauthorized use of, or unauthorized access to, Contractor systems; (b) inability to access County information or Vendor systems due to a malicious use, attack or exploit of such information or systems; (c) unauthorized access to, theft of or loss of County information; (d) unauthorized use of County information for purposes of verified theft, fraud or identify theft; (e) unauthorized disclosure of County information; or (f) breach of, or transmission of malicious code to County's Computer Systems and/or Data arising from, in whole or part, an act, error, or omission by Contractor.
- 5.4 Contractor shall conduct an internal data security risk assessment and implement reasonable administrative, technical, and physical safeguards designed to protect County information from unauthorized disclosure. Contractor shall update the risk assessment and related safeguards at least annually. Upon request by the County, Contractor agrees to provide documentation sufficient to demonstrate Contractor's compliance with the terms of this paragraph.

## 6.0 Covered Support and Maintenance

- 6.1 Contractor will provide to County: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Contractor for the Software and related Documentation during the Term of this Agreement. Contractor agrees to make reasonable efforts to correct all reproducible material errors in the Software and discrepancies between the Documentation and the actual Software performance when Software Support and Managed Service is in effect.
- 6.2 Covered service includes:
  - a. Trouble-shooting of any Software-related problem.
  - b. Provision of updates to the latest version of the Software within regular support hours as described in 10.4 below.
  - c. Contractor-provided Software-as-a-Service (SaaS) server hardware, including operating systems;
  - d. All system back-ups, including daily transactions and weekly full system back-ups; and
  - e. Monitoring of all Software-as-a-Service (SaaS) server hardware and internet connections coming to Contractor, 24 hours a day, 7 days a week.

## 7.0 Unlimited data storage including documents, video and other media. **County Obligations**

- 7.1 County may designate up to five (5) persons by whom requests by the County, the Cities of Grass Valley or Nevada City, or NCDMC for Support Services may be made ("Support Team"). Contractor shall not be required to accept calls or requests from anyone other than a designated contact person. County may change its designated contact person, or request that additional people be made contact persons, at any time upon notice to Contractor.
- 7.2 County shall implement and follow the reasonable written instructions of Contractor regarding operation of the Software.
- 7.3 County shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to the Computer System.



Contractor shall ensure that the Hosting Services Agreement includes provisions ensuring security of the Software and Data.

- 7.4 Software Administration. County, as a general matter, shall perform all tasks associated with the administration of the Software, other than those that are assigned to Contractor, including without limitation, adding, modifying, removing and otherwise maintaining users, templates, lookups, and logons and passwords,
- 7.5 Communications Equipment. County shall, at its sole expense, install and maintain communications equipment that will permit County to have high speed internet access to the Software. County acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Contractor's provision of use for the Software.

## **8.0 Service Level Agreement**

- 8.1 Help Desk Services- Granicus will provide complete help desk support for administrators and customers. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone call, covering all issues.
- 8.2 Customer support contact - Support requests may be submitted via:
  - Portal: support.granicus.com
  - Email: support@granicus.com
  - Phone: 1-800-314-0147 USA, 0800 032 7764 Europe
- 8.3 Subscriber Support Only for govDelivery Communications Cloud
  - Portal: subscriberhelp.granicus.com
  - Email: subscriberhelp@granicus.com
  - Phone: 1-800-439-1420 USA, 0808 234 7450 Europe
  - Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe) Emergency Support is available 24/7

## 8.4 Communication Service Level Agreement

Granicus response to support and service requests will be based on three Severity Levels	Description	Examples	Initial Customer Response Time
Level 1	Emergency. Incident represents a total outage; the product is unavailable or not accessible for use	<ul style="list-style-type: none"> <li>• govDelivery web server is running but application is non-functional</li> <li>• govMeetings SQL-server errors not related to hardware</li> <li>• Client Civica website is unstable</li> <li>• govAccess error, where there is no means of circumvention, causing the Vision-hosted website to be unreachable by public users</li> </ul>	Within one (1) hour of notification by the customer of occurrence
Level 2	Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable does not impact the primary usability of the product	<ul style="list-style-type: none"> <li>• govDelivery PageWatch sending is delayed by more than 20-30 minutes, sudden and significant deliverability issues for some or many customers, intermittent errors or low performance issues for some customers</li> <li>• Site operational but govMeetings modular functionality is non-operational</li> <li>• Client's auto-sender via the Civica website isn't working but emails can be sent manually</li> </ul>	Within four (4) hours of notification by the customer of occurrence

Level 3	Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	<ul style="list-style-type: none"> <li>• govDelivery system not connecting to social media, single client app/feature help, or database requests</li> <li>• govMeetings system files won't upload, or text not rendering</li> <li>• Civica website works but there are problems with presentation</li> <li>• govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non- functioning that did not occur at the time of the website launch and usually requires debugging of programming code</li> </ul>	Within one (1) business day of notification by the customer of occurrence
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Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution.

**8.5 Availability-** Availability is defined as the ability of users to access the Granicus services via the internet. Granicus represents an up-time guarantee of 99.5% per month for its hosted services. Notifications for Granicus Communications Cloud of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus. Notifications for Granicus Legislative Agenda Management products and Civica will be posted on status.granicusops.com. Email notifications for these products can be subscribed to from that page.

**8.6 Hardware replacement-** For hardware issues requiring replacement (where applicable), Granicus shall respond to the request made by the customer within 1 business day. Hardware service repair or replacement will occur within 4 business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus or its representative's access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the customer informed regarding the time frame and progress of the repairs or replacements.

**8.7 Scheduled maintenance -** Scheduled maintenance of Granicus Solutions will not be counted as downtime.

govDelivery. Scheduled maintenance typically occurs every 30 days with average downtime required being less than 30 minutes. Planned or routine maintenance is limited to 2 hours per week. Total scheduled downtime for the year will not typically exceed 20 hours.

govMeetings. Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, will provide the customer with at least 2 days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

**8.8 All Solutions.** Notifications will be posted on status.granicusops.com. Email notifications for these products can be subscribed to from that page.

**9.0 Right to Modify or Cancel Support**

The parties agree that County may request additional services not covered under this Agreement by delivering to Contractor a Change Order request. Services to be provided pursuant to a Change Order may include, without limitation, services related to: (a) additional Training; (b) programming, configuration and data migration or repair; (c) research, development and business analysis related to the estimates and bidding for Customizations and

Enhancements. Contractor shall provide County with a written response to the Change Order request which describes in general the work requested, an estimate of the time required to perform such services, and a schedule of the fees related thereto. For clarity, the scope and nature of a requested Change Order may require the development of specific requirements and an analysis of the impact on the Software and reports in order to provide detailed estimate for the requested work. The County understands and acknowledges that Contractor shall not undertake detailed specification development or estimate preparation until a signed Change Order authorizing such work is signed by County. All work detailed in a Change Order will be performed on a time and materials basis at rates to be negotiated by the parties, unless specified otherwise in the Change Order. Any impact on the Software Support and Managed Services Fee will also be reflected in the Change Order

**SCHEDULE D—SCHEDULE OF CHARGES AND PAYMENTS**

**1. Annual Support and Managed Service Fees**

<b>Annual Fees for Renewing Subscriptions</b>				
<b>Solution</b>	<b>Period of Performance</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>Annual Fee</b>
Boards and Commissions	7/1/2023 to 6/30/2024	Annual	1 Each	\$10,018.09
DisclosureDocs Maintenance and Support – County Human	7/1/2023 to 6/30/2024	Annual	1 Each	\$2,754.96
DisclosureDocs Maintenance and Support – County Clerk of Board	7/1/2023 to 6/30/2024	Annual	1 Each	\$723.51
Legistar	7/1/2023 to 6/30/2024	Annual	1 Each	\$20,454.32
Citizen Participation Suite	7/1/2023 to 6/30/2024	Annual	1 Each	\$0.00
GovMeeting Live Cast	7/1/2023 to 6/30/2024	Annual	1 Each	\$18,503.51
Open Platform Suite	7/1/2023 to 6/30/2024	Annual	1 Each	\$0.00
Open Platform Suite	7/1/2023 to 6/30/2024	Annual	1 Each	\$0.00
Granicus Live Cast Encoding Software	7/1/2023 to 6/30/2024	Annual	1 Each	\$1,605.00
<b>SUBTOTAL:</b>				<b>\$54,059.39</b>

<b>Number of Filers:</b>				
500				

Annual Fees for Renewing Subscriptions		
Solution	Period of Performance	
	01 July 2024- 30 June 2025	01 July 2025 – 30 June 2026
Boards and Commissions	\$10,719.36	\$11,469.71
DisclosureDocs Maintenance and Support – County Human	\$2,947.81	\$3,154.15
DisclosureDocs Maintenance and Support – County Clerk of Board	\$774.16	\$828.35
Legistar	\$21,886.12	\$23,418.15
Citizen Participation Suite	\$0.00	\$0.00
GovMeeting Live Cast	\$19,798.76	\$21,184.67
Open Platform Suite	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00
Granicus Live Cast Encoding Software	\$1,717.35	\$1,837.56
<b>Subtotal:</b>	<b>\$57,843.56</b>	<b>\$61,892.59</b>

## 2. Payments

- a. Contractor will invoice County on an annual basis at the beginning of the term for which the billed services will be provided.
- b. County agrees to pay all invoices from Contractor within thirty (30) days of receipt of invoice. Arrangements may be made for payment by electronic funds transfer if requested by Contractor.
- c. The contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of County's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.
- d. Any cost adjustments to the contract must be agreed upon by the parties by amending this contract. No claim for additional services, not specifically provided herein, will be allowed by County except to the extent provided by a valid amendment to this contract through the Change Request process.
- e. The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are

determined by County, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.

- f. County reserves the right to deduct from amounts that are or will become due and payable to Contractor under this, or any contract between the parties, any amounts that are or will become due and payable to County by Contractor.
- g. Reimbursement for Contractor staff travel and travel related costs associated with on-site work done in performance of this contract will be paid at the GSA Standard rate. Meals will be reimbursed on a per diem basis at the current GSA rate. Contractor will make every reasonable attempt to book air travel in advance to reduce costs. Payment for any travel costs that exceed the travel budget as agreed upon by the parties must be approved by County's Project Manager.

### **3. Taxes**

The fees set forth in this Agreement do not include any amounts for taxes. Sales, use or excise taxes, to the extent they apply, are the sole responsibility of County. Contractor will not submit an invoice nor will Contractor collect such taxes from the County.

### **4. Payment Terms**

All payments are due Net 30 Days following County's receipt of an accurate invoice.