AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into effective this 1st day of July, 2024 ("Effective Date"), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado ("City"), and GRANICUS, LLC, a Minnesota Limited Liability Company whose principal business address is 1152 15th Street NW, Suite 800, Washington DC 20005 ("Contractor").

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SERVICES.

A. <u>Services</u>. At the City's direction, Contractor will provide design, implementation, hosting and ongoing support for the City's public website and intranet as set forth in Exhibit A – "Scope of Services," attached and incorporated by reference ("Services"). Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor without penalty. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply the Services to the City.

B. <u>Changes to Scope of Services.</u> A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. <u>Controlling Terms.</u> The terms of this Agreement will control if the terms of any exhibit, attachment, or invoice conflict with this Agreement. Additional terms and conditions not specifically relating to the Services (such as unnegotiated or form terms included in any related proposal, quote, invoice, terms and conditions sheet or like document, or any attachment), whether or not in conflict with this Agreement, are not agreed to by the City and are declared void and of no force or effect.

D. <u>Contractor Representations; Standard of Care.</u> Contractor represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Contractor acknowledges that the City is relying on Contractor's expertise, skill, and knowledge, and that Contractor's obligations and liabilities will not be diminished by reason of any approval or review by the City. Contractor represents that the Services provided: (i) will be performed in accordance with the applicable professional standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor, and (ii) will be performed in a timely manner as required by the Agreement and performed and supervised by qualified personnel. Contractor further represents that all application software developed or implemented by Contractor under this Agreement, when used in accordance with its associated documentation, shall not infringe upon the rights or marks of a third party. Lastly, Contractor represents that it is not a party to nor subject to any agreement or order which would limit, prevent or restrict its performance of any Services.

E.   Prosecution of the Services. Contractor will perform all work in a professional, workmanlike, and timely manner. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials produced and other services furnished by the Contractor under this Agreement. Contractor will furnish all labor, materials, tools, supplies, machinery, utilities, and other equipment that may be necessary for the prompt completion of the Services. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf. The Services to be performed by Contractor hereunder shall be done in compliance with any and all applicable laws, ordinances, rules and regulations. All work, if related to construction, will be performed in accordance with the City's Engineering Standards and Specifications.

F.   Correction of Errors. Contractor will correct any errors or omissions in its work and any work deemed unsatisfactory or unacceptable by the City promptly, for no additional compensation, and without limiting any other express or implied remedies of the City.

G.   Subcontractors. Contractor will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the City's express written consent.

H.   Licenses, Permits & Taxes. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, including a City Contractor's license, if required. Contractor will pay any and all license and permit fees. Contractor is responsible for the payment of applicable taxes, including the City's sales and use tax, if applicable.

I.   Time for Completion. Contractor shall use commercially reasonable efforts to complete all Services to the City's satisfaction in a timely manner. Further, Contractor shall fully perform, complete, or present all identified tasks, sub-tasks, and Deliverable items by the deadline(s) established in the Scope of Services, as applicable. Contractor's rate of progress is a material term of this Agreement. Notwithstanding the foregoing, Contractor does not breach this Agreement for any delay caused solely by the City. At the City's request, Contractor will provide a progress schedule for the performance of any Services subject to the City's approval.

J.   Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor will cooperate with the City relating to such monitoring and evaluation.

K.   Drugs, Alcohol, Workplace Violence, and Harassment; Compliance with Applicable Law. Contractor and its employees and agents, while performing the Services or while on City property for any reason during the Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol, workplace violence, and harassment. Policies will be made available to Contractor upon request. Contractor will comply with all applicable federal, state and local laws, ordinances and regulations.

L.   Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Contractor acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

II.   **COMPENSATION.**

A.   Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Contractor for work actually performed, in accordance with the rates set forth in Exhibit B, a sum not to exceed $**275,000**. The compensation established by this Agreement

includes all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement, for the Term, as defined below. The City shall not be obligated to pay any late fees or interest. The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement.

Year 1	Year 2	Year 3	Year 4	Year 5
$72,815	$39,426.93	$41,398.30	$43,468.19	$45,641.59

B. Annual Increases. New term cost increases will not exceed 5% from the previous service term if the City decides to renew at the end of the term. Any increases for the new term must be communicated in writing to the City within 60 days of the proposed starting term.

C. Invoices. Contractor will submit invoices as described in Exhibit B and in a format approved by the City, and provide verification documentation as requested by the City. Invoices will be submitted to the City not more frequently than monthly. Invoices will identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rates, any costs for which Contractor seeks reimbursement, if applicable, the hours worked by each employee for the billing period, and the total amount that Contractor claims is due. The Contractor must also submit documentation supporting the charges in the invoice, which must be consistent with this Agreement, and must include a reference to this Agreement on each invoice.

D. Representation. By submitting an invoice, Contractor warrants that: (i) the work covered by previous invoices is free and clear of liens, claims, security interests or encumbrances, except for any interest created by retainage; and (iii) no work covered by the invoice is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or any other person or entity. Contractor shall not include in its invoice any billing for defective work or for work performed by subcontractors or suppliers if it does not intend to pay the subcontractors or suppliers for such work.

E. Warranties. The Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards for the software consulting industry. Contractor will use reasonable commercial efforts to complete the Services in accordance with this Agreement. If the Services fail to comply with this warranty during the "Warranty Period," which is the thirty (30) day period following completion of the Services, the City will promptly notify Contractor in writing specifying in reasonable detail any alleged non-conformities in the Services. Upon receipt of notice and a determination that the Services did fail to comply with this warranty, Contractor will, as City's sole and exclusive remedy, promptly re-perform any such Services in accordance with this Agreement. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR COURSE OF PERFORMANCE. CONTRACTOR DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET COUNCIL'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

F. Payment. The City will make payment to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. Annual subscription fees are due upfront on the Effective Date of this Agreement. One-time fees are due according to the billing frequency as specified in Exhibit B. The City's obligation to make payment is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute. The City's review, approval or acceptance of, or payment for any Services shall not be construed to operate as a waiver of any rights under this Agreement, or a waiver of any cause of action arising out of the performance of this Agreement.

G. IRS Form W-9. If not on file with the City, Contractor will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Contractor's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

H. Subject to Annual Appropriation. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 12, Chapter XII of the Charter of the City of Commerce City. Contractor acknowledges and accepts that nothing herein shall constitute or be deemed to constitute the creation of any kind of multiple fiscal-year debt, liability, or financial obligation of the City. Further, Contractor acknowledges and accepts that no provision of this Agreement shall be construed to create any kind of obligation of future monetary appropriations by the City Council of Commerce City that may run contrary to Article X, § 20 of the Colorado Constitution, or any other constitutional, statutory, or Charter debt limitation. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year, and further acknowledges that the City has made no promise that it will pledge adequate cash reserves on a fiscal-year by fiscal-year basis, notwithstanding any provision of this Agreement that may be construed to the contrary. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation or liability of the City which may arise under this Agreement in any fiscal year after the date of execution, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

I. Changed Conditions. Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Services, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Services, the general and local conditions, and all other matters, which can in any way affect the performance of the Services. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the City's control: (1) a physical condition of the site of an unusual nature; (2) any condition differing materially from those ordinarily encountered and generally recognized as inherent in work or services of the character and at the location provided for in this Agreement; or (3) any force majeure.

III.   TERM AND TERMINATION.

A. Term. The term of this Agreement will be from the Effective Date and shall continue in full force and effect until June 30, 2029 ("Term").

B. Termination

1. For Convenience. Contractor agrees that the City may terminate this Agreement without cause at any time for convenience upon providing at least 90 days' written notice to the Contractor. Contractor assumes all risks of being terminated for convenience, whether such risks are known or

unknown, and acknowledges that the City's decision to terminate for convenience lies solely within the City's own discretion. Contractor represents that it is a sophisticated business, has entered into the Agreement voluntarily, and has calculated all business risks associated with this Agreement. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any Services or portion of the Services. Once Contractor has commenced performance of the Services, Contractor expressly agrees that the City shall be liable only for work Contractor satisfactorily completed up to the point of the effective date of the notice of termination, consistent with Section III(C) of this Agreement. The Contractor shall have no claim of any kind whatsoever against the City for any termination for convenience, except for compensation for work completed to the satisfaction of the City.

2. <u>For Cause.</u> If, through any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law relating to the performance of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties ("Breach"), the non-breaching party may terminate this Agreement for cause immediately upon written notice of termination to the breaching party if the breaching party fails to cure such breach. Contractor will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined. If Contractor challenges a termination for cause by the City and prevails on all grounds asserted as a basis for such termination, the termination for cause will be deemed to be a termination for convenience and will be effective ninety (90) days from the date that the original written notice of termination for cause was given to Contractor; no further notice will be required.

3. Notwithstanding any delay caused solely by the City, the occurrence of any one or more of the following as set forth in this non-exhaustive list shall constitute a Breach:

a) The Contractor fails or refuses to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations, or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement, including those stated in the Scope of Services;

b) There is substantial evidence that it has been or will be impossible for the Contractor to perform the Services required due to matters within the Contractor's control such as voluntary bankruptcy, strikes, boycotts, and labor disputes involving the Contractor's employees or closure or suspension of operations by regulatory order of a governmental entity or an order of a court due to violations or infractions by the Contractor or the Contractor's employees;

c) The Contractor has submitted requests for payment under this Agreement that are fraudulent or persistently or flagrantly erroneous or misleading;

d) The Contractor has made an assignment or transfer of, or subcontracts, any or all of its responsibilities and obligations under this Agreement in violation of the terms of this Agreement;

e) The Contractor fails to obtain, renew, replace, or maintain the insurance coverage required by this Agreement, or causes or is at fault for damage to property or injury to persons that is not covered or not adequately covered by insurance and the Contractor fails to remedy the situation to the satisfaction of the City;

f) The Contractor fails to obtain or properly and timely maintain any financial assurances required by this Agreement;

g) Any lien is filed against City property because of any act or omission of the Contractor and is not timely discharged, unless the Contractor furnishes to the City such bond or other financial assurance reasonably acceptable to protect the interests of the City;

h) The Contractor has failed to obtain or maintain any required permit or license, or has utilized personnel or workers not licensed or registered as required by law;

i) The Contractor has failed to deliver title or warranties or has failed to honor warranties as required by this Agreement;

j) The Contractor has flagrantly or persistently failed or refused to comply with any applicable laws or City policies, or fails or refuses to rectify any condition or situation in violation of applicable law or City policies;

k) The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business.

4. <u>For Non-Appropriation</u>. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any Work Order, sub-agreement, attachment, schedule, or exhibit thereto, by the City.

C. <u>Effect of Termination</u>.

1. For termination pursuant to either Section III(B)(1) or (2), above, the City will be liable only for Services Contractor performed that were actually requested by the City and completed to the City's satisfaction up to the date of the effective date of termination.

2. For termination pursuant to Section III(B)(3), above, the City will be liable only for Services that Contractor performed that were actually requested by the City and completed to the City's satisfaction up to the date of the effective date of termination, to the extent that the budget for the year of such termination provided sufficient funds to discharge such obligation.

3. Following termination for any reason, under no circumstances will the City be liable for any costs related to Services not performed to the satisfaction of the City, any Services not requested by the City, or any Services that the City directed the Contractor to not perform. The City will not be liable to Contractor for any unperformed Services, anticipated profits, overhead, mobilization or demobilization costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature.

4. Upon receipt of a notice of termination, Contractor will:

    a) Immediately discontinue performance of the Services (unless otherwise instructed in writing);

    b) Take reasonable actions necessary, or as the City may direct, for the protection and preservation of completed or partial work; and

    c) Cooperate in all respects with the City, which cooperation shall include, but not be limited to, all of the foregoing obligations listed herein, as well as assisting the City during a transition to another contractor for the Services, if applicable and upon payment of additional fees.

5. The City will have thirty (30) days from the expiration date to extract or download any content stored in the Contractor's products. Contractor has no obligation to retain any content after such thirty (30)-day period nor is Contractor responsible for extracting the data on City's behalf absent separate written agreement and the payment of additional fees

6. The City may pursue any remedies available at law or equity.

D. <u>Contractor's Remedies for Breach.</u>

1. Contractor may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City's rights under this Agreement. Contractor will first provide the City written notice of Contractor's intent to terminate and allow the City thirty (30) days within which to make payment.

2. Notwithstanding any claim of a material breach by the City, Contractor shall not discontinue performance of the Services without the written consent of the City.

IV. INDEMNITY.

A. Contractor will be liable and responsible for any and all damages from any claim or suit by a third party due to personal/bodily injury or death, or damage to tangible property caused by the negligent or willful actions or omissions in the performance of the Services by Contractor, its employees, agents, or other persons acting under Contractor's direction or control. Contractor will indemnify and hold harmless the City, as well as its elected and appointed officials, current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools ("Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, reasonable costs or expenses, including, but not limited to, reasonable attorney fees, which may be made or brought or which may result against any of the Indemnified Parties from any claim or suit by a third party as a result or on account of the negligent, grossly negligent, willful and wanton , or intentional actions or omissions of or a failure to observe any applicable standard of care by Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. <u>Contractor will include the same or substantially similar provisions of this Section in any such subcontracts engaged to perform any part of the Services.</u> This indemnification shall not apply to claims by third parties against the City to the extent that City is liable to such third party for such claims without regard to the involvement of the Consultant. This paragraph shall survive expiration or termination hereof. The provisions set forth in this

Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

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

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

V.   **WAIVER OF CONSEQUENTIAL DAMAGES; SUBROGATION**

Notwithstanding any provision of this Agreement that may be construed to the contrary, in no event shall the City, including its elected and appointed officials, current and former officers and employees, servants, agents, attorneys, representatives, insurance carriers, and self-insurance pools, be liable to the Contractor for any exemplary, punitive, special, indirect, consequential, remote, or speculative damages arising out of or relating to, in any manner, this Agreement; whether arising in contract, tort, or otherwise, even if Contractor has been informed of the possibility thereof. Moreover, to the extent any

damages arising under this Agreement may be covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected and appointed officials, current and former officers and employees, servants, volunteers, agents, attorneys, representatives, insurance carriers, and self-insurance pools for losses arising from the Services performed by the Contractor for the City.

VI. LIMITATION OF LIABILITY

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL CONTRACTOR BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) EXCEPT FOR CONTRACTOR'S INDEMNIFICATION SET FORTH IN SECTION IV.B. (INTELLECTUAL PROPERTY INDEMNIFICATION), IN NO EVENT, WILL CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), AGREEMENT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CITY TO CONTRACTOR IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CITY HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF CONTRACTOR TO CITY FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS ($5,000).

VII. INSURANCE

A. <u>Required Policies</u>. Contractor will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. <u>Commercial General Liability Insurance</u>. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with minimum combined single limits of One Million Dollars **($1,000,000.00)** for each occurrence and **Two Million Dollars ($2,000,000.00)** general aggregate.

2. <u>Products and Completed Operations Insurance</u>. Products and completed operations insurance insuring against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least **One Million Dollars ($1,000,000)**.

3. <u>Comprehensive Automobile Liability Insurance</u>. Automobile Liability coverage with minimum combined single limits for bodily injury and property damage of not less than **One Million Dollars ($1,000,000.00)** for any one occurrence with respect to each of Contractor's hired or non-owned vehicles assigned to or used in connection with performance of the Services. If Contractor's insurance does not cover non-owned or hired vehicles, the requirements of this paragraph shall be met with respect to each such vehicle used in connection with performance of the Service, and Contractor agrees to assure compliance prior to allowing use of a vehicle not owned by Contractor for such purpose.

4. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least **One Million Dollars ($1,000,000.00)** per claim and annual aggregate.

5. Other Insurance. Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

6. Excess or Umbrella Requirements. For the coverages required in Sections VI(A)(1-4), Contractor shall provide umbrella or excess coverage written on a "follow-form" basis to the underlying policy and in a coverage amount not less than **One Million Dollars ($1,000,000.00)**. In so doing, the coverage shall provide complete protection to the City consistent with the liability limits that may be imposed upon the City pursuant to C.R.S. § 24-10-114, as may be amended.

The limits of any insurance required by this Agreement will not limit Contractor's liability.

B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall include the City as an additional insured** and will provide that the City, although included as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry**.

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than **Ten Thousand Dollars ($10,000.00)**, and Contractor will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

4. Coverage Type. Contractor will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

5. Pollution Coverage. If applicable, the insurance required by this Agreement will cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and will not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise. If necessary, Contractor will secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits with at least **Two Million Dollars ($2,000,000)** each occurrence, subject to approval by the City, which approval will not be unreasonably withheld.

6.   Evidence of Coverage. Before commencing work under this Agreement, Contractor will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, upon City's request, Contractor will, at least ten (10) days after the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C.   Subcontracts. Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

VIII.   SALES AND USE TAX.

Unless specifically exempt, all materials provided and equipment used in the performance of Services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.

A.   Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored, or consumed in performance of the Services.

B.   Specific Industry Standard. The Specific Industry Standard for Construction% and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, Sales Tax Division, at 303-289-3628, and is available on the City's website at http://www.c3gov.com/DocumentView.aspx?DID=115.

C.   Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor will file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars ($2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-T of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

IX.   NOTICES.

Except for routine communications, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City: If to Contractor:

Justin Bingham   Attn: Contracts
Information Technology   Granicus
City of Commerce City   1152 15th Street NW, Suite 800
7887 E 60th Ave   Washington DC 20005
Commerce City, CO 80022

Cc: City Attorney's Office

The parties may agree to delivery of notices via electronic mail.

X.   INDEPENDENT CONTRACTOR.

A. <u>Generally</u>. **The relationship between Contractor and the City will be as independent contractors, and neither the City nor Contractor will be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.**

B. <u>Representations</u>. Contractor shall make no representation that either it or any of its employees, agents, or representatives are employees of the City for any purposes.

C. <u>No Authority to Bind the City</u>. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

D. <u>Control and Supervision</u>. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder

E. <u>Non-Exclusivity</u>. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

F. <u>Assumption of Risk</u>. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

G. <u>Separate Operations</u>. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

XI.   LICENSING/PERMITTED USE

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

B.   License to Products. The Contractor hereby grants City a non-exclusive, non-transferable license to access and use the products identified in the Order during the term set forth therein. In addition to the terms of this Agreement and the order, product-specific license terms applicable to certain of the products can be found at granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference. The Contractor reserves all right, title and interest in and to all Contractor products, including all rights not expressly granted to City under this Agreement.

C.   Third Party Contractors. City may permit its third-party contractors to access and use the products solely on behalf of and for the benefit of City, so long as: (i) such contractor agrees to comply with this Agreement as if it were City; (ii) City remains responsible for each contractor's compliance with this

Agreement and any breach thereof; and (iii) all volume or transaction-based use of the products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the services rendered to City that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the products and uninstall and destroy all confidential or proprietary Contractor information in its possession. City will certify compliance with this section in writing upon Contractor's request.

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

E. Content. City can only use products to share content that is created by or owned by City and/or content for affiliated organizations, provided that use by City for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the products. Contractor is not responsible for any content used, uploaded or migrated by City or any third party.

F. Restrictions. City shall not:

(i) Use or permit any end user to use the products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the products to make unauthorized entry into any other device accessible via the network or products;

(ii) Use the products as a door or signpost to another server;

(iii) Disassemble, decompile, reverse engineer or make derivative works of the products;

(iv) Rent, lease, lend, or host the products to or for any third party, or disclose the products to any third party except as otherwise permitted in this Agreement or an order or SOW;

(v) Use the products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(vi) Modify, adapt, or use the products to develop any software application intended for resale which uses or competes with the products in whole or in part.

XII. CONFIDENTIAL INFORMATION.

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

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

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

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

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

Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

XIII. GENERAL PROVISIONS.

A. Incorporation by Reference. All Exhibits attached to this Agreement are incorporated into this Agreement by reference.

B. No Assignment. Contractor will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent, provided that the Contractor may assign this Agreement with reasonable notice to the City to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise.

C. Governing Law; Jurisdiction and Venue; Recovery of Costs. This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Contractor consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Contractor waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement

will be entitled to recover from the non-prevailing party court costs, reasonable third party expenses, and reasonable attorney fees incurred in prosecuting or defending such action and enforcing any judgment, order, ruling or award. The prevailing party shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues at trial. Such assessment should include evaluation of the following: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and the most recent settlement positions of the parties, which the parties agree shall be admissible for purposes of determining the prevailing party. Any obligation of the City to pay court costs or attorney fees pursuant to this Section shall be subject to the appropriation of funds by the City Council for such purpose.

D. <u>Governmental Immunity</u>. No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to -120.

E. <u>Public Health Emergencies</u>. While on City property, Contractor and any employees and subcontractors will comply with all public health orders and laws related to an ongoing public health emergency in the City, and all City directives relating to any public health emergency, including distancing, face coverings, employee screening, and sanitation.

F. <u>Protections for Data Privacy</u>. Contractor shall implement and maintain reasonable security procedures and practices compliant with C.R.S. § 6-1-713.5(2)(a-b) and C.R.S. § 24-73-102(2)(a-b) with respect to any personal identifying information, as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b), disclosed to Contractor in the course of performing the Services. Contractor will notify the City within seventy-two (72) hours of Contractor's determination that a security breach has occurred, as defined in C.R.S. § 6-1-716(1)(c), (h) and C.R.S. § 24-73-103(1)(b), (h) with regard to any personal information, as defined in C.R.S. § 6-1-716(1)(g) and C.R.S. § 24-73-103(1)(g), disclosed to Contractor in the course of performing the Services, and will conduct such investigation and provide such notice as required by law in the event of such breach.

G. <u>Rights and Remedies</u>. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for Services negligently or defectively performed.

H. <u>Reserved</u>.

I. <u>No Third-Party Beneficiaries</u>. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and Contractor will be deemed to be only an incidental beneficiary under this Agreement.

J. <u>No Waiver</u>. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

K. <u>Rules of Construction</u>. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties.

No term of this Agreement will be construed or resolved in favor of or against the City or Contractor on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

L. Acknowledgement of Open Records Act. The City is a public entity subject to the Colorado Open Records Act, ("CORA" or "Act") C.R.S. § 24-72-201 to -205.5, and this Agreement and any related documents are subject to public disclosure. The City will take reasonable steps to keep confidential only documents actually prevented from disclosure under the Colorado Open Records Act, C.R.S. § 24-72-201 -205.5, which efforts may include notifying the Contractor of a CORA request and allowing the Contractor to take steps to prevent disclosure, where and when it is reasonably possible to do so. **The Contractor will indemnify and hold the City harmless from any claims arising from the release or inadvertent disclosure of confidential or proprietary information, and from any claims arising from the withholding, or release of documents not protected from disclosure under the Act.**

M. Accessibility.

> 1. Contractor will comply with and the Services provided under this Agreement will be in compliance with all applicable provisions of §§ 24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* ("Accessibility Standards"), as established by the State of Colorado Office of Information and Technology ("OIT") pursuant to § 24-85-103(2.5) C.R.S. Contractor will also comply with all State of Colorado technology standards related to technology accessibility with Level AA of the most current version of the Web Content Accessibility Guidelines ("WCAG"), incorporated in the State of Colorado technology standards

> 2. The City may require Contractor's compliance to the State of Colorado's Accessibility Standards to be determined by a third-party selected by the City to attest to the Contractor's Services complying with §§ 24-85-101, *et seq*., C.R.S., and the Accessibility Standards established by OIT.

> 3. Contractor will indemnify and hold harmless the Indemnified Parties, against all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including reasonable attorney's fees and related costs) incurred by any of the Indemnified Parties in relation to the Contractor's failure to comply with §§24-85-101, *et seq*., C.R.S., or the Accessibility Standards established by OIT.

N. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

O. Liability of City Representatives. All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City

P. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not

be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

Q. Severability. A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

R. Survivability. The following provisions of this Agreement shall survive termination of this Agreement for any reason: I(D); I(E); II; III; IV; V; VI; VII; X; XI, and XII.

S. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

[Remainder of this page intentionally left blank – signature page(s) follow(s).]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

_____

Jason Rogers, City Manager
City Manager's Office

ATTEST: APPROVED AS TO FORM:

_____   _____

Dylan A. Gibson, City Clerk   John-Patrick Sansom, Assistant City Attorney

GRANICUS, LLC

_____

Signature

_____

Printed Name, Title

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____, 20____
by_____ (Name), _____ (Title),
of _____.
Witness my hand and official seal.
My commission expires:_____.

_____

Notary Public

Granicus + Commerce City Project Scope of Work

<u>EXHIBIT A</u>

Scope of Services

SCOPE

Commerce City and Granicus are embarking on a transformative project centered around goals to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to the Commerce City community, while meeting high standards for design quality, accessibility and visual appeal. Granicus is uniquely positioned to help the city serve, engage, and reach residents, visitors, and businesses in the city. Our unique offerings will help the City:

- **Serve**. Like most government organizations, the City is working to bring more services online, and we will help the City transform its website into a true, modern service portal. We'll start by identifying the top tasks users perform on your website – like paying a ticket or registering for an event – and make it easy for visitors to find and complete those tasks.

- **Inform**. User friendly site navigation and a human-centered design approach make it easy for users to find what they're looking for (and easy for Administrators to make changes). This will be achieved through native predictive search and a simplified intuitive menu**.**

- **Protect.** Keep critical data safe by working with a vendor serving federal agencies that require the highest levels of security. At a time when ransomware attacks are growing in local government, you can never be too careful. We are here to help.

- **Mobilize.** With nearly 50 percent of local government website traffic coming from a mobile device, responsive design is no longer enough. Granicus offers the tools needed to truly optimize the mobile experience for the City's users.

ROLES AND RESPONSIBILITIES

Director, Implementation Services	• Has responsibility for the successful completion of the Project • Acts as a member of the Project Steering Committee • Acts as a point of escalation for project-related issues • Provides adequate business resources for project work activities • Reports status and issues to VP, ES
Project Manager	• Serves as client point-of-contact • Coordinates resources and activities between client and cross-functional teams • Establish project timelines and dependencies
Implementation Project Manager	• Module subject matter experts • Has module-related decision-making authority • Oversees the execution of respective module implementations • Facilitates module-specific communications with Commerce City management teams and Granicus project teams • Leads in module activities and deliverables • Leads on module timelines, milestones to ensure team aligns to deliver project • Leads technology setup and configuration process and effort
Implementation Consultant	• Assists in defining best use of module technology as it applies to use case(s) • Provides training as it applies to use of product modules
UI/UX Designers	• Leads on creation of digital templates and deliverables in support of defined use-case
Customer Success Coordinator or Customer Advocate	• Schedules meetings with City staff at designated intervals to check in on the progress being made towards achieving the City's digital transformation goals • Ensures utilization of the platform to the City's utmost benefit • Help City staff think creatively and strategically about the best ways to use the platform • Offers suggestions for areas to improve the City's systems • Ensures that City staff are aware of recent feature releases that are included in the City's subscription and upcoming roadmap items

DELIVERABLES

SOLUTION	DESCRIPTION AND DELIVERABLE
OpenCities Intranet License (with Design) – Design Package	This package includes: • Landing page – a carbon copy of the main website homepage layout and functionality • Unique design theme, including color palette for landing and interior pages • Development/CMS Implementation • Ability to refine homepage content via CMS widget settings • Individual navigation structure • Individual domain name • Individual search capabilities
AzureAD Connector License	• OpenCities integrates with your Microsoft Active Directories (via AzureAD not on-prem), giving staff the convenience of a single sign-on experience and automatically mapping the appropriate roles and permissions in OpenCities to relevant AD users. • For your OpenCities intranet, the Azure AD connector powers your staff directory and organization chart to ensure they are dynamically updated on a regular basis. • This may be used for your web, intranet, and subsites.
OpenCities Intranet License	• Help all employees find and view the information they need through an elegant and intuitive online Intranet portal. Deliver content to specific employee groups securely. Enable HR functions such as company communications, vacation calendars or new hire onboarding. Organize policies. Surface and search key content. The OpenCities intranet provides a turn-key solution that captures years of local government digital learnings to bring people, processes and information together, providing your teams with everything they need to do their job better. Delivered as a mobile friendly, ADA / WCAG compliant, continually evolving cloud solution, an OpenCities Intranet is fast to deploy, easy to scale and provides the user experience a modern intranet needs. - OpenCities Project Manager from kick-off to go-live- Use the full power of OpenCities page types, content types and modules to create a functionality rich intranet- Staff directory and organization chart that syncs automatically with your Microsoft Azure Active Directory to ensure the information is always up to date- Enhance collaboration and communication with message boards-

	• Allow users to create profiles, news, events and message boards in the intranet, without needing to access the CMS back-end- Does not include implementation services •
OpenCities Cloud Security License	• Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks. • Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.
Azure AD Connector – Services Setup and Configuration Package	Set up and configuration of AzureAD Connector
OpenCities Imperva Security License – Services Setup and Configuration Package	Setup and configuration of OpenCities Imperva Security License

Granicus Web – Enhanced Package

- The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.
- **This package includes:**
    - Professional Project Management
        - Weekly / bi-weekly communication
    - Basic UX Consultation, which may include one (1) or more of the following based on consultation with client:
        - One (1) site analytics report based on Google Analytics
        - One (1) homepage heatmap analytics visualization
        - One (1) internal stakeholder survey
        - One (1) Community survey export
        - One (1) modular homepage wireframe based on predefined building blocks
        - Information Architecture (IA) best practices review
        - One (1) Content Rationalization Package (basic)
        - Best practices review, one (1) hour session
        - Site scrape loaded into AIM framework document
- One Visual Design Package
    - One (1) homepage design concept
    - Interior page sample
    - Mobile version sample
    - Up to three (3) rounds of design revisions
- Up to two (2) CX features
    - choose from Granicus library
- Development/CMS Implementation
- Content Migration - up to one hundred (100) pages
- QA & Accessibility Report
- Remote Training
    - Delivered in three (3) non-consecutive sessions eight (8) hours total
- Up to ten (10) people

OpenCities SaaS License	**The OpenCities platform allows the City to launch modern, easy to use websites that evolve to put the needs of the community at the center. The SaaS License includes:** • All OpenCities out of the box functionality (excluding optional/premium modules priced separately) • Platform setup and full project management • Managed cloud hosting via Microsoft AzureGov • Ongoing security updates • Ongoing product updates and enhancements • WCAG 2.1 AA Accessibility maintained perpetually • 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per • See subscription agreement for details.

| **Granicus Web – AzureAD Connector – Services Setup and Configuration Package** | • The Azure AD connector integrates with the City's Microsoft Active Directories (via AzureAD, not on-prem), giving staff the convenience of a single sign- on experience and automatically mapping the appropriate roles and permissions in the CMS to relevant AD users. For the City's intranet, the Azure AD connector powers the City's staff directory and organization chart to ensure they are dynamically updated regularly. This connector may be used for your web, intranet, and subsites. |

OpenCities Cloud Security License	• Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks. • Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.
Communicatio s Cloud – Online Training	• Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.
Communication s Cloud Setup and Configuration	• The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the City will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud setup and configuration includes: • The implementation consultant will be assigned to Recipient during the setup process for up to 90 days • Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the GovDelivery Network, Automation, Mobile and Analytics • Up to 2 Web-hosted training sessions that must be used within 180 days of Kickoff • Up to 5 hours of message template and integration development that must be used within 90 days of Kickoff
OpenCities Imperva Security License – Services Setup	• Setup and configuration of OpenCities Imperva Security License
OpenCities Subsite License – Services Setup and Configuration Package	Set up and configuration of one OC Subsite. Includes Project Management, basic grey scale template, and developer configuration.

OpenCities Subsite License

- This License is for a single subsite to be installed with an instance of OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more.
- Using our subsite functionally, clients can create and manage subsites.

without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. Create and implement a visual theme in-house or partner with Granicus to deliver one for the City.

- Use the full power of OpenCities modules to create functionally rich subsites
- Reduce maintenance costs
- All sites benefit from ongoing Accessibility, Browser, Device and UI updates
- Easily share content such as events in between sites, even if each site looks different
- Setup password protected sites to deliver secure information to authenticated users.
- Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements.
- Does not include implementation services

OpenCities Subsite License – Services Setup and Configuration Package	Set up and configuration of one OC Subsite. Includes Project Management, basic grey scale template, and developer configuration.

OpenForms Enterprise License (30 users, 100 forms)

OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses. The Enterprise plan to accelerate digital transformation for up to: 30 users, 100 published forms.

Key features include:

- Workspaces
- Response workflows
- Custom documents (Certificates, permits, formal letters & more)
- Connector: Microsoft SharePoint Lists
- Form versioning & scheduling
- Drag and drop form builder
- Display logic and calculations
- Payments
- Insights dashboard

- Form analytics
- Support team access
- Save responses
- Unlimited responses
- Data connections and API access
- Up to: 50GB file uploads, 2,000 web API calls per hour, 20 custom documents per form

Setup and Configuration Package: OpenForms License	Setup and configuration of OpenForms
Training: OpenForms	- 1.5 hour OpenForms Training session for up to 25 people, delivered online.

TIMELINES

In order to deliver the best possible solution for Commerce City, Granicus employs an agile methodology to project delivery. Because of this method, it is hard to predict timelines with a high degree of certainty. We have provided the below as a sample project timeline organized by quarter, including key milestones. The City's project manager will be able to provide more accurate dates and expected milestones throughout the project.

Blocks can expand and contract based on your outcomes

SAMPLE Commerce City Project Timeline

This is only for illustrative purposes and does not reflect your customized timeline
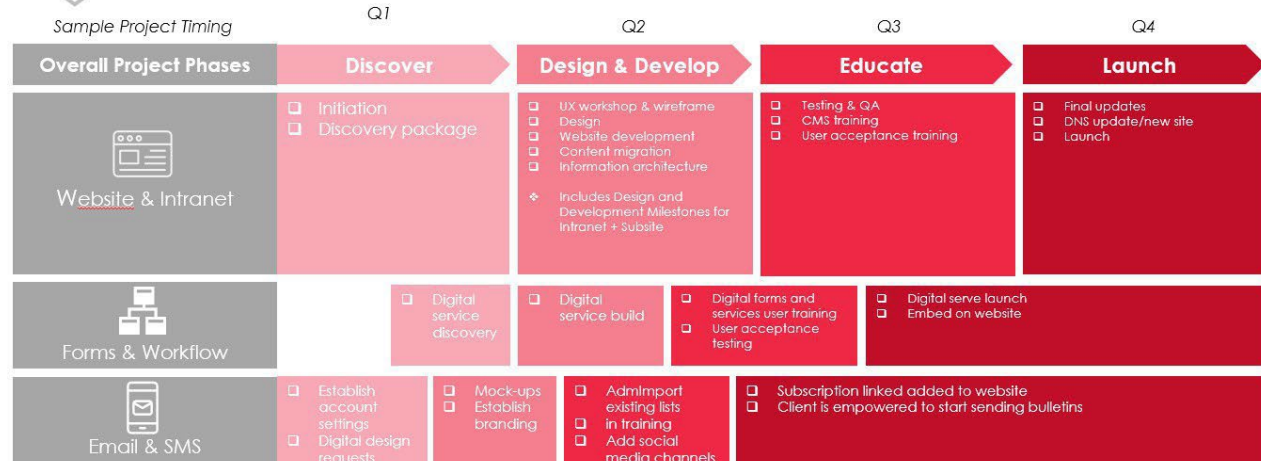
Sample Project Timing

	Q1	Q2	Q3	Q4
Overall Project Phases	**Discover**	**Design & Develop**	**Educate**	**Launch**
Website & Intranet	❑ Initiation ❑ Discovery package	❑ UX workshop & wireframe ❑ Design ❑ Website development ❑ Content migration ❑ Information architecture ❖ Includes Design and Development Milestones for Intranet + Subsite	❑ Testing & QA ❑ CMS training ❑ User acceptance training	❑ Final updates ❑ DNS update/new site ❑ Launch
Forms & Workflow	❑ Digital service discovery	❑ Digital service build	❑ Digital forms and services user training ❑ User acceptance testing	❑ Digital serve launch ❑ Embed on website
Email & SMS	❑ Establish account settings ❑ Digital design requests	❑ Mock-ups ❑ Establish branding	❑ AdmImport existing lists in training ❑ Add social media channels	❑ Subscription linked added to website ❑ Client is empowered to start sending bulletins

EXHIBIT B

Quote

PRICING SUMMARY

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
OpenCities Intranet License (With Design) - Design Package	Milestones - 40/30/30	1 Each	$10,000.00
AzureAD Connector - Services Setup and Configuration Package	Up Front	1 Each	$1,000.00
OpenCities Imperva Security License - Services Setup and Configuration Package	Up Front	1 Hours	$0.00
Granicus Web - Enhanced Package	Milestones - 40/30/30	1 Each	$21,000.00
Granicus Web - AzureAD Connector - Services Setup and Configuration Package	Up Front	1 Hours	$0.00
Communications Cloud - Online Training	Up Front	1 Each	$500.85
Communications Cloud - Setup and Configuration	Up Front	1 Each	$2,764.69
OpenCities Imperva Security License - Services Setup and Configuration Package	Up Front	1 Hours	$0.00
OpenCities Subsite License - Services Setup and Configuration Package	Milestones - 40/20/20/20	1 Each	$0.00
OpenCities Subsite License - Services Setup and Configuration Package	Milestones - 40/20/20/20	1 Each	$0.00
Setup and configuration package: OpenForms License	Up Front	1 Each	$0.00
Training: OpenForms	Upon Delivery	1 Each	$0.00
		SUBTOTAL:	**$35,265.54**

New Subscription Fees

Solution	Billing Frequency	Quantity/Unit	Annual Fee
AzureAD Connector License	Annual	1 Each	$1,250.00
OpenCities Intranet License	Annual	1 Each	$5,500.00
OpenCities Cloud Security License	Annual	1 Each	$1,250.00
GovDelivery for govAccess Customers	Annual	1 Each	$4,838.21
OpenCities SaaS License	Annual	1 Each	$12,905.00
OpenCities Cloud Security License	Annual	1 Each	$1,250.00
OpenCities Subsite License	Annual	1 Each	$1,500.00
OpenForms Enterprise License (30 users, 100 forms)	Annual	1 Each	$9,056.25
		SUBTOTAL:	**$37,549.46**

Communications Cloud Tier:

for up to 5000 subscribers

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
AzureAD Connector License	$1,312.50	$1,378.13	$1,447.03	$1,519.38
OpenCities Intranet License	$5,775.00	$6,063.75	$6,366.94	$6,685.28
OpenCities Cloud Security License	$1,312.50	$1,378.13	$1,447.03	$1,519.38
GovDelivery for govAccess Customers	$5,080.12	$5,334.13	$5,600.83	$5,880.87
OpenCities SaaS License	$13,550.25	$14,227.76	$14,939.15	$15,686.11
OpenCities Cloud Security License	$1,312.50	$1,378.13	$1,447.03	$1,519.38
OpenCities Subsite License	$1,575.00	$1,653.75	$1,736.44	$1,823.26
OpenForms Enterprise License (30 users, 100 forms)	$9,509.06	$9,984.52	$10,483.74	$11,007.93
SUBTOTAL:	$39,426.93	$41,398.30	$43,468.19	$45,641.59

PRODUCT DESCRIPTIONS

Solution	Description
OpenCities Intranet License (With Design) - Design Package	This package includes: • Landing page – a carbon copy of the main website homepage layout and functionality • Unique design theme, including color palette for landing and interior pages • Development/CMS Implementation • Ability to refine homepage content via CMS widget settings • Individual navigation structure • Individual domain name • Individual search capabilities
AzureAD Connector License	OpenCities integrates with your Microsoft Active Directories (via AzureAD not on-prem), giving staff the convenience of a single sign-on experience and automatically mapping the appropriate roles and permissions in OpenCities to relevant AD users. For your OpenCities intranet, the Azure AD connector powers your staff directory and organisation chart to ensure they are dynamically updated on a regular basis. This may be used for your web, intranet and subsites.
OpenCities Intranet License	Help all employees find and view the information they need through an elegant and intuitive online Intranet portal. Deliver content to specific employee groups securely. Enable HR functions such as company communications, vacation calendars or new hire onboarding. Organize policies. Surface and search key content. The OpenCities intranet provides a turn-key solution that captures years of local government digital learnings to bring people, processes and information together, providing your teams with everything they need to do their job better.Delivered as a mobile friendly, ADA / WCAG compliant, continually evolving cloud solution, an OpenCities Intranet is fast to deploy, easy to scale and provides the user experience a modern intranet needs. - OpenCities Project Manager from kick-off to go-live- Use the full power of OpenCities page types, content types and modules to create a functionality rich intranet- Staff directory and organization chart that syncs automatically with your Microsoft Azure Active Directory to ensure the information is always up to date- Enhance collaboration and communication with message boards- Allow users to create profiles, news, events and message boards in the intranet, without needing to access the CMS back-end- Does not include implementation services

Solution	Description
OpenCities Cloud Security License	Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks. Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.
AzureAD Connector - Services Setup and Configuration Package	Set up and configuration of AzureAD Connector
OpenCities Imperva Security License - Services Setup and Configuration Package	Setup and configuration of OpenCities Imperva Security License

Solution	Description

Granicus Web - Enhanced Package	The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.
	
	This package includes:
	
	• Professional Project Management
	    o Weekly / bi-weekly communication
	• Basic UX Consultation, which may include one (1) or more of the following based on consultation with client:
	    o One (1) site analytics report based on Google Analytics
	    o One (1) homepage heatmap analytics visualization
	    o One (1) internal stakeholder survey
	    o One (1) Community survey export
	    o One (1) modular homepage wireframe based on predefined building blocks
	    o Information Architecture (IA) best practices review
	• One (1) Content Rationalization Package (basic)
	    o Best practices review, one (1) hour session
	    o Site scrape loaded into AIM framework document
	• One (1) Visual Design Package
	    o One (1) homepage design concept
	    o Interior page sample
	    o Mobile version sample
	    o Up to three (3) rounds of design revisions
	• Up to two (2) CX features
	    o choose from Granicus library
	• Development/CMS Implementation
	• Content Migration - up to one hundred (100) pages
	• QA & Accessibility Report
	• Remote Training
	    o Delivered in three (3) non-consecutive sessions eight (8) hours total
	    o Up to ten (10) people

Solution	Description
OpenCities SaaS License	The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes: • All OpenCities out of the box functionality (excluding optional/premium modules priced separately) • Platform setup and full project management • Managed cloud hosting via Microsoft AzureGov • Ongoing security updates • Ongoing product updates and enhancements • WCAG AA Accessibility maintained perpetually • 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) • Comprehensive SLA and Support Ticketing system See subscription agreement for details.
Granicus Web - AzureAD Connector - Services Setup and Configuration Package	The Azure AD connector integrates with your Microsoft Active Directories (via AzureAD, not on-prem), giving staff the convenience of a single sign- on experience and automatically mapping the appropriate roles and permissions in the CMS to relevant AD users.For your intranet, the Azure AD connector powers your staff directory and organization chart to ensure they are dynamically updated regularly. This connector may be used for your web, intranet, and subsites.
OpenCities Cloud Security License	Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks. Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.
Communications Cloud - Online Training	Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.

Solution	Description
Communications Cloud - Setup and Configuration	The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud setup and configuration includes: • The implementation consultant will be assigned to Recipient during the setup process for up to 90 days • Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the GovDelivery Network, Automation, Mobile and Analytics • Up to 2 Web-hosted training sessions that must be used within 180 days of Kickoff • Up to 5 hours of message template and integration development that must be used within 90 days of Kickoff
OpenCities Imperva Security License - Services Setup and Configuration Package	Setup and configuration of OpenCities Imperva Security License
OpenCities Subsite License - Services Setup and Configuration Package	Set up and configuration of one OC Subsite. Includes Project Management, basic grey scale template, and developer configuration.

Solution	Description
OpenCities Subsite License	This License is for a single subsite to be installed with an instance of OpenCities. Examples of subsites include: Libraries, leisure centers, festivals, tourism and more. Using our Subsite functionality, clients can create and manage subsites without the need to engage in custom web development. Using the site wizard, you can select what functions and layout needs you have for the site, set up publishers and permissions, and start entering content within a matter of days. Create and implement a visual theme in-house or partner with Granicus to deliver one for you. - Use the full power of OpenCities modules to create functionally rich subsites - Reduce maintenance costs - All sites benefit from ongoing Accessibility, Browser, Device and UI updates - Easily share content such as events in between sites, even if each site looks different - Setup password protected sites to deliver secure information to authenticated users. - Subsites are supported under the same terms as the main site, with the same SLA and support and maintenance agreements. - Does not include implementation services
OpenCities Subsite License - Services Setup and Configuration Package	Set up and configuration of one OC Subsite. Includes Project Management, basic grey scale template, and developer configuration.

Solution	Description
OpenForms Enterprise License (30 users, 100 forms)	OpenForms is a digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. OpenForms is perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses. The Enterprise plan to accelerate digital transformation for up to: 30 users, 100 published forms. Key features include: • Workspaces • Response workflows • Custom documents (Certificates, permits, formal letters & more) • Connector: Microsoft SharePoint Lists • Form versioning & scheduling • Drag and drop form builder • Display logic and calculations • Payments • Insights dashboard • Form analytics • Support team access • Save responses • Unlimited responses • Data connections and API access • Up to: 50GB file uploads, 2,000 web API calls per hour, 20 custom documents per form
Setup and configuration package: OpenForms License	Setup and configuration of OpenForms
Training: OpenForms	1.5 hour OpenForms Training session for up to 25 people, delivered online.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **GRANICUS COMMUNICATIONS SUITE SUBSCRIBER INFORMATION.**

  o Data provided by the City and contact information gathered through the City's own web properties or activities will remain the property of the City ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the City, unless required by law.

  o Granicus shall: (i) not disclose the City's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the City hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the City, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **DATA OBTAINED THROUGH THE GRANICUS ADVANCED NETWORK.**

  o Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.

  o Network Subscribers are available for use while the City is under an active subscription with Granicus. Network Subscribers will not transfer to the City upon termination of any Granicus Order, SOW, or Exhibit. The City shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the City within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.

  o Opt-In. During the last 10 calendar days of the City's subscription, the City may send an opt- in email to Network Subscribers that shall include an explanation of the City's relationship with Granicus terminating and that the Network Subscribers may visit the City's website to subscribe to further updates from the City in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the City upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.

- The City must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of Exhibit B of that certain Agreement for Professional Services dated July, 1 2024 by and between Granicus LLC and the City of Commerce City, Colorado are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- Billing Frequency Notes (Milestones - 40/30/30): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.

- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

- Billing Frequency Notes (Milestones - 40/20/20/20): An initial payment equal to 40% of the total; A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client; A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

Exhibit C

IT Service Level Agreement Appendix

This Service level Agreement (SLA) is a policy governing the use of the Vendor Software Solution.

Granicus will provide complete help desk support for administrators and customers of the Granicus Solutions.

Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone.

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET
Emergency Support is available 24/7 Please submit support requests via:

- Portal: support.granicus.com
- Email: support@granicus.com
- Phone: 1-800-314-0147 USA

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: subscriberhelp.granicus.com
- Email: subscriberhelp@granicus.com
- Phone: 1-800-439-1420 USA

COMMUNICATION SERVICE LEVEL AGREEMENT

Granicus response to support and service requests will be based on four (4) Severity Levels:

Severity Level	Description	Examples	Initial Customer Response Time
Level 1	**Emergency.** Incident represents a total outage; the product is unavailable or not accessible for use	• govDelivery's admin.govdelivery.com is down or all sending is significantly delayed • govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware • govAccess website is unreachable by public users	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 and impacts the primary usability of the product	• govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers • Site operational but govMeetings modular functionality is non-operational • 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	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	• govDelivery system not connecting to social media, single customer app/feature help, or database requests • govMeetings system files won't upload, or text not rendering • govAccess website works but there are problems with presentation	Within one (1) business day of notification by the customer of occurrence
Level 4	**Low Impact.** Incident that has a limited business impact and requests can be scheduled.	• Programmatic change to back-end or frontend to improve efficiency • Distribution of all patches and upgrades	Within three (3) business days of notification of customer of occurrence

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

AVAILABILITY

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99.9% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

Downtime is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances o   Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.
- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

Any credit provided under this service level agreement will be referred to as an **Outage Credit**. The Outage Credit shall be applied as additional subscription days for the customer's affected Granicus Solutions and will be added to the end of the then-current period of performance and shall be provided upon the customer's request.

Outage Credit is limited to a Site Outage. In no event shall any credit for a particular calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether Downtime has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

Site Outage per Quarter (Unless Otherwise Specified Below)	Amount of Outage Credit (Unless Otherwise Specified Below)
99.9%	No Outage Credit
99.8-98.0%	1 day credit
97.9-97.0%	3 days credit
96.9% or less	7 days credit

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

govAccess. Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.

govService. Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks.

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

 HARDWARE REPLACMENT

For hardware issues requiring replacement (where applicable), Granicus shall respond to the request made by the customer within one (1) business day. Hardware service repair or replacement will occur within four (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 representatives 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.

1. **Disaster Recovery/Backups.** Vendor will administer system backup that includes hourly, daily, monthly and quarterly backups. These will be retained for at least 30 days. The Customer retains rights to all Customer Content and user data contained in the backups in accordance with this Agreement. The Service Offerings will alert the Customer Administrator(s) of upcoming scheduled deletions within the system and the Customer Administrator(s) may delay deletion. Vendor will have customer data/system being replicated to a geographically dispersed hot datacenter on at least an hourly basis. Vendor datacenters will be setup with commercial grade datacenter redundancies including Internet Service Provider's, Power Supplies, Host/Storage Clustering and Power Generators.

2. **Security.** Vendor platform will meet industry standard security protocols/standards including NIST, SOC and CJIS (If CJIS data is stored in the system) including 24X7X365 security alerting and monitoring. Vendor will report any security breaches to customer within 72 hours of learning of the confirmed breach and provide a full report within 1 week of the breach.

3. **Authentication.** Vendor will integrate with the City's existing Azure Active Directory SSO platform. A galleried app registration with Microsoft is preferred but a custom integration with Azure AD using SAML is allowed. Any vendor local user accounts must meet the City password policy requirements.

<div align="center">**Commerce City Computer Password Policy**</div>

<div style="background:#eee">**PURPOSE**</div>

Passwords are an important aspect of computer security. A poorly chosen password may result in unauthorized access and/or exploitation of City resources. All users, including contractors and vendors with access to City systems, are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords.

The purpose of this policy is to establish a standard for creation of strong passwords, the protection of those passwords, and the frequency of change.

SCOPE

The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any City system that resides at any facility, has access to the City's network, or stores any City information electronically.

<div align="center">**POLICY, PROCESS, PROCEDURE, or STANDARD**</div>

General Requirements

1. All system-level passwords (e.g., root, enable, system admin, and administration accounts) must be changed on at least a quarterly basis.
2. All user-level passwords (e.g., email, web, application, and computer) must be changed at least every six months. If the system contains any CJIS data then passwords must be changed at least every three months.
3. Old Passwords cannot be re-used for a period of six password changes.
4. All user-level and system-level passwords must conform to the *Password Construction Requirements* outlined below.

<div align="center">**Password Construction Requirements**
All passwords should meet or exceed the following characteristics for strong passwords and not contain any characteristics for poor, or weak passwords.

Strong passwords have the following characteristics:</div>

- Contain at least eight alphanumeric characters.
- Contain both upper and lower case letters.
- Contain at least one number (0-9).
- Contain at least one special character (e.g.,!$%^&*()_+|~-=\`{}[]:";'<>?,/).
- Password not been used in the past 6 password changes.

<div align="center">**Poor, or weak, passwords have the following characteristics:**</div>

- Contain less than eight characters.
- Can be found in a dictionary, including foreign language, or exist in a language slang, dialect, or jargon.
- Contain personal information such as birthdates, addresses, phone numbers, or names of family members, pets, friends, and fantasy characters.

- Contain work-related information such as building names, system commands, sites, companies, hardware, or software.
- Contain number patterns such as aaabbb, qwerty, zyxwvuts, or 123321.
- Contain common words spelled backward, or preceded or followed by a number (e.g., terces, secret1 or 1secret).
- Contains the user account name.
- Are some version of "Welcome123" "Password123" "Changeme123"

You should never write down a password. Instead, try to create passwords that you can remember easily. One way to do this is create a password based on a song title, affirmation, or other phrase. For example, the phrase, "This May Be One Way To Remember" could become the password TmB1w2R! or another variation.

Password Protection Requirements

- Passwords should not be shared with anyone, including administrative assistants, managers, co- workers while on vacation, or family member without prior supervisor approval. All passwords are to be treated as sensitive, confidential City information.
- In rare instances, passwords may need to be shared with a member of the Information Technology support staff for system support purposes. If this is required, the password must be changed as soon as possible after the support is provided.
- Passwords must not be inserted into email messages, other forms of electronic communication.
- Passwords must not be revealed over the phone to anyone.
- Do not reveal a password on questionnaires or security forms.
- Do not hint at the format of a password (for example, "my family name").
- Do not write passwords down and store them anywhere in your office. Do not store passwords in a file on a computer system or mobile devices (phone, tablet) without encryption.
- Passwords used to gain access to city systems should not be used as passwords to access non- City accounts or information (e.g., personal ISP account, personal email account, banking website, etc.).
- The IT Department or its delegates may attempt to crack or guess users' passwords as part of its ongoing security auditing process. If a password is cracked or guessed during one of these audits, the user will be required to change his or her password immediately.
- It is recommended that computers, servers, personal digital assistants, or other computing devices not be left unattended without enabling a password-protected screensaver or logging off the device.
- Any user suspecting that his/her password may have been compromised must report the incident to the Information Technology Department and change all passwords as soon as possible.