

SUBJECT: APPROVAL OF CONTRACT WITH GRANICUS FOR GOVACCESS WEBSITE CMS AND GOVDELIVERY EMAIL & SMS COMMUNICATIONS PLATFORM

DATE: JUNE 18, 2024

PRESENTED BY: GRACE JOHNSON, COMMUNICATIONS MANAGER

SUMMARY:

The City currently uses Granicus' govAccess platform for website management, maintenance, and hosting, and is in the process of implementing Granicus' GovDelivery platform for email and SMS communications to stakeholders.

This contract provides annual renewal of both platforms, with a period of performance from March 1, 2024 to August 31, 2025. Staff has opted for an 18-month agreement in recognition of the need to consider an RFP for a redesign of the City website, which was last redesigned in 2017. GovDelivery implementation fees (\$8,505) were approved by Council in November of 2023, but annual fees for the platform were added to this renewal contract in effort to consolidate Granicus' contracts. Staff expects the transition from Mailchimp to Govdelivery to be complete by August of 2024.

FISCAL IMPACT:

For this renewal, there is no increase to annual fees.

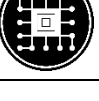
RECOMMENDATION:

The City Manager's Office recommends moving forward with the renewal of the Granicus govAccess website CMS and Govdelivery email communications platform.

ATTACHMENT(S):

1. GovDelivery proposal and agreement

STRATEGIC PLAN IMPACT:

☐		Financial Stewardship & Asset Management	☐		Reliable Core Services
☐		Vibrant Economic Climate	☐		Quality Programs & Amenities
☒		Engaged Community	☐		Healthy Workforce
☒		Supportive Technology	☐		Collaborative Regional Partner

Granicus Proposal for Louisville, CO

ORDER DETAILS

Prepared By: Sophia Rasmussen
Phone:
Email: sophia.rasmussen@granicus.com
Order #: Q-339442
Prepared On: 31 May 2024
Expires On: 29 Feb 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 29 Feb 2024
Period of Performance: 01 Mar 2024 - 31 Aug 2025

The subscription includes the following domain(s) and subdomain(s):
<http://www.louisvilleco.gov/>

PRICING SUMMARY

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

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	01 Mar 2024 - 31 Aug 2025	Annual	1 Each	\$12,953.91	\$19,430.86
GovDelivery for govAccess Customers	01 Mar 2024 - 31 Aug 2025	Annual	1 Each	\$14,204.25	\$21,306.38
govDelivery for Integrations	01 Mar 2024 - 31 Aug 2025	Annual	1 Each	\$0.00	\$0.00
govAccess - Maint/Hosting/License Fee - Independent Sub	01 Mar 2024 - 31 Aug 2025	Annual	1 Each	\$2,080.93	\$3,121.40
Communications Cloud Advanced Package	01 Mar 2024 - 31 Aug 2025	Annual	1 Each	\$5,470.35	\$8,205.53
SUBTOTAL:				\$34,709.44	\$52,064.17

PRODUCT DESCRIPTIONS

Solution	Description
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.

Solution	Description
govAccess - Maint/Hosting/License Fee - Independent Sub	Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite: • Monthly software updates • Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
Communications Cloud Advanced Package	The Advanced Cloud Module gives government communicators better insight into the needs of citizens and improves their ability to enhance online transactions, promote behavior change through public awareness, and improve citizen engagement. The Advanced Cloud Module adds streamlined marketing capabilities that incorporate greater degrees of audience segmentation, personalization, message testing, and mobile engagement. The Advanced Cloud Module includes: • Dynamic segmentation around bulletins, engagement, and question (e.g. zip code) • Canned campaigns for re-engagement and new subscriber onboarding • Testing: Simple (A/B, 10/10/80) <i>A subscription for the Advanced Cloud Module is dependent on an active license for the govDelivery Communications Cloud.</i>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - o Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - o Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on

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

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

- 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 Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- o Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

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

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-339442 dated 31 May 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Louisville, CO to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- 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.
- **Updates to Shared Short Codes for SMS/Text Messaging:**
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. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

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

The pricing, terms, and conditions of quote Q-339442 dated 31 May 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

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

Louisville, CO	
Signature:	
Name:	
Title:	
Date:	