



# Legislative & Government Affairs Committee

**Wednesday, May 3, 2023 2:00PM**  
40 McMaster Street, Ballston Spa, NY

Chair: C. Eric Butler

Members:

Mark Hammond  
John Lant  
Kevin Veitch - vc  
Sandra Winney

- I. Welcome and Attendance
- II. Approval of the minutes of the March 8, 2023 meeting
- III. Opposing passage of Conservation Subdivision Design Bill A04608 – Supervisor Arthur Wright
- IV. Authorizing an agreement with Granicus, LLC for the provision of agenda management software – Therese Connolly, Clerk of the Board
- V. Other Business
- VI. Adjournment



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Tracy Goodson, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Board of Supervisors

**DATE:** 04/06/2023

**COMMITTEE:** Legislative & Government Affairs

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Opposing Passage of Conservation Subdivision Design Bill  
A04608

3. Specific Details on what the resolution will authorize:

See attached resolution from the Adirondack Association of  
Towns & Villages

This column must be completed  
prior to submission of the request.

County Attorney's Office  
Consulted Yes

4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted Yes

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
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Expense

Account Number	Account Name	Amount
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Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

Human Resources Consulted

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

e. Is the vendor/contractor an LLC, PLLC, or partnership:

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Information summary memo

Copy of proposal or estimate

Copy of grant award notification and information

Other Resolution 1-2023 from Adirondack Association of Towns & Villages

10. Remarks:

Requested by Supervisor Arthur "Mo" Wright



# ADIRONDACK ASSOCIATION OF TOWNS & VILLAGES

PO Box 83, Hadley, NY 12835

Phone: (518) 312-6732

**Stephen McNally**     **President**  
Shaun Gilliland     1<sup>st</sup> Vice President  
William Farber     2<sup>nd</sup> Vice President

*Regional Directors:*

Dorothy Brown     Region A  
Joe Pete Wilson     Region B  
Kevin Geraghty     Region C  
Brian Wells     Region D  
Vacant     Region E

Pamela Wright, Administrative Assistant

*Directors At Large:*

Gerard Delaney  
Craig Leggett  
Jean Raymond  
Ronald Robert  
Arthur 'Mo' Wright

## Resolution No. 1 of 2023

### Resolution Opposing Passage of Conservation Subdivision Design Bill A04608

**WHEREAS**, The Adirondack Park Agency adopted a Large Subdivision Permit application that incorporated many of the action items in the Conservation Subdivision Design Bill, and

**WHEREAS**, implementation of the Adirondack Park Agency Large Subdivision Permit is possibly more protective of the Environment than the Conservation Subdivision Design allows for, and

**WHEREAS**, Conservation Design laws are seldom mandatory, and are a tool to keep open space in urban areas, and

**WHEREAS**, there are more than 3.3 million acres of the 5.9-million-acre Adirondack Park that will never be developed or subdivided, and

**WHEREAS**, of the remaining 2.6 million acres of private land, existing development, roads, lakes, rivers, streams, steep slopes, wetlands and high elevations render most of these areas as not suitable for development, and

**WHEREAS**, bill number A04608 has been introduced in the New York State Assembly, and said bill would require Adirondack Park residential subdivisions that meet specific lot size thresholds to comply with certain conservation subdivision design criteria, and

**WHEREAS**, the proposed legislation would amend the existing Adirondack Park Agency Act, which has been in effect for 50 years, and

**WHEREAS**, before major Adirondack Park Agency permit application processes are changed, a public hearing process needs to be implemented so that property owners have an opportunity to understand and comment on how this proposed law will affect their property values, and

**WHEREAS**, the proposed legislation would require private property owners to incur undue burdens in order to complete additional ecological assessments associated with proposed developments, and

**WHEREAS**, this proposed legislation could eliminate the potential for development on certain lands, constituting a “taking” without compensation, when current law already protects and provides for regulation of these same lands by the Adirondack Park Agency, and

**WHEREAS**, the proposed legislation places additional burdens on property owners that are not necessary to protect environmental and ecological systems and are not beneficial to the well-being of the Adirondack Park and its residents.

**NOW THEREFORE BE IT RESOLVED**, that the Adirondack Association of Towns & Villages does not approve of the proposed legislation, and

**BE IT FURTHER RESOLVED**, that the Adirondack Association of Towns & Villages does hereby call upon our local governments to stand together, individually and through our associations, to insist that the Conservation Subdivision Design Bill (A04608) be withdrawn, and

**BE IT FURTHER RESOLVED**, that copies of this Resolution be forwarded to Governor Kathy Hochul, Senate Majority Stewart-Cousins, Senator Stec, Senator Griffo, Senator Walczyk, Senator Tedisco, Assembly Speaker Heastie, Assemblyman Jones, Assemblyman Simpson, Assemblyman Smullen, Assemblyman Blankenbush, Adirondack Intercounty, Adirondack Local Government Review Board and the Chairs of the Encon Committees Senator Harckham, and Assemblywoman Glick.



# SARATOGA COUNTY

## AGENDA ITEM REQUEST FORM

**TO:** Steve Bulger, County Administrator  
Ridge Harris, Deputy County Administrator  
Michelle Granger, County Attorney  
Therese Connolly, Clerk of the Board  
Stephanie Hodgson, Director of Budget

**CC:** John Warmt, Director of Purchasing  
Jason Kemper, Director of Planning and Economic Development  
Bridget Rider, Deputy Clerk of the Board  
Matt Rose, Management Analyst  
Tracy Goodson, County Attorney's Office  
Audra Hedden, County Administrator's Office

**DEPARTMENT:** Clerk of the Board of Supervisors

**DATE:** 4/27/23

**COMMITTEE:** Legislative & Government Affairs

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an agreement with Granicus, LLC for the provision of agenda management software.

3. Specific Details on what the resolution will authorize:

A one year agreement at a cost of \$54,209.50, with two optional renewals at a cost of \$33,461.04 for the second year and \$35,803.31 for the third year.

This column must be completed prior to submission of the request.

County Attorney's Office  
Consulted Yes



4. Is a Budget Amendment needed:  YES or  NO  
If yes, budget lines and impact must be provided.  
Any budget amendments must have equal and offsetting entries.

County Administrator's Office  
Consulted Yes

Please see attachments for impacted budget lines.  
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
----------------	--------------	--------

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted
- b. Budget year impacted 2023
- c. Details  
See attached.

6. Are there Amendments to the Compensation Schedule?

YES or  NO (If yes, provide details)

a. Is a new position being created?  Y  N

Effective date

Salary and grade

b. Is a new employee being hired?  Y  N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification?  Y  N

Is this position currently vacant?  Y  N

Is this position in the current year compensation plan?  Y  N

7. Does this item require the awarding of a contract:  Y  N

a. Type of Solicitation RFP

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)  
23-RFP-BOSAMS-1

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department?  Y  N  N/A

d. Vendor information (including contact name):

Granicus, LLC  
408 Saint Peter St., Ste 600  
Saint Paul, MN 55102

Contact: Josh Gondwe josh.gondwe@granicus.com

e. Is the vendor/contractor an LLC, PLLC, or partnership: LLC

f. State of vendor/contractor organization: Minnesota

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement:  Y  N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted  
Yes

County Administrator's Office  
Consulted

8. Is a grant being accepted:  YES or  NO
- a. Source of grant funding:
  - b. Agency granting funds:
  - c. Amount of grant:
  - d. Purpose grant will be used for:
  - e. Equipment and/or services being purchased with the grant:
  - f. Time period grant covers:
  - g. Amount of county matching funds:
  - h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other \_\_\_\_\_

10. Remarks:

FROM:

<u>Budget Account Number</u>	<u>Account Name</u>	<u>Amount</u>
A.23.000.7051 (Proj: IT.BRU.Equipment)	Communication Equipment	\$54,209.50

(Please include full project lines if applicable)

TO:

<u>Budget Account Number</u>	<u>Account Name</u>	<u>Amount</u>
A.23.000-7032 (Proj:IT.BRU.Equipment)	PC Networks	\$4,625.00
A.23.000-8190 (Proj:IT.BRU.Prof Services)	Other Professional Services	\$18,312.50
A.23.000-8520(Proj: IT.BRU.Prof Services)	Software	\$31,272.00

## Granicus Proposal for Saratoga County NY

### ORDER DETAILS

**Prepared By:** Josh Gondwe  
**Phone:** +1 2024376416  
**Email:** josh.gondwe@granicus.com  
**Order #:** Q-221994  
**Prepared On:** 28 Apr 2023  
**Expires On:** 23 Jun 2023

### ORDER TERMS

**Currency:** USD

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Period of Performance:** This Agreement shall become effective on the date it is awarded and will continue for 12 months. Client will have the option to renew this Agreement for 2 period(s) of 1 year each.

The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

## PRICING SUMMARY

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

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Government Transparency - Setup & Configuration	Up Front	1 Each	\$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	Upon Delivery	1 Each	\$4,500.00
Granicus Video - Online Training	Upon Delivery	6 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	\$0.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	\$875.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$125.00
Legistar - Setup & Configuration	Upon Delivery	1 Each	\$13,500.00
Legistar - Online Training	Upon Delivery	15.5 Hours	\$3,487.50
Legistar Administration Group Training	Upon Delivery	2 Hours	\$450.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Legistar) Set up and Config	Up Front	1 Each	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$22,937.50</b>

<b>New Subscription Fees</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>Annual Fee</b>
Government Transparency Suite	Annual	1 Each	\$11,556.00
Open Platform Suite	Annual	1 Each	\$0.00
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,400.00
Granicus Encoding Appliance Software (GT)	Annual	2 Each	\$2,400.00
Legistar	Annual	1 Each	\$14,916.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Legistar)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$31,272.00</b>

## FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Government Transparency Suite	\$12,364.92	\$13,230.46
Open Platform Suite	\$0.00	\$0.00
Upgrade to SDI 720p Streaming	\$2,568.00	\$2,747.76
Granicus Encoding Appliance Software (GT)	\$2,568.00	\$2,747.76
Legistar	\$15,960.12	\$17,077.33
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Legistar)	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
<b>SUBTOTAL:</b>	<b>\$33,461.04</b>	<b>\$35,803.31</b>



## PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Transparency - Setup & Configuration	Setup and Configuration for Government Transparency Suite includes implementation of: <ul style="list-style-type: none"> <li>• Up to one (1) View Page and Player template</li> <li>• Up to one (1) Live Manager configuration</li> </ul>
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Video - Online Training	Granicus Video - Online Training
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.

Solution	Description
US Shipping Charge C - Large Item	US shipping of a large item
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Unlimited data storage and retention</li> <li>• Up to one (1) Legistar database</li> <li>• Up to one (1) InSite web portal</li> </ul>
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Legistar)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Legistar - Setup & Configuration	<p>Setup and Configuration for Legistar includes:</p> <ul style="list-style-type: none"> <li>• Access to an implementation consultant until project acceptance</li> <li>• Access to existing Web-based recorded trainings around standard account functions and capabilities</li> <li>• Up to five (5) two-hour needs analysis calls with a business analyst</li> <li>• Up to one (1) Standard Agenda and Minutes report template</li> <li>• Configuration of up to one (1) meeting body or type</li> </ul>
Legistar - Online Training	Legistar - Online Training is for online training for Legistar, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Legistar Administration Group Training	Legistar Admin - Online Training is for online training for Legistar Administration, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.

Solution	Description
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
govDelivery for Integrations	<p>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.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct 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.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an 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.

## THIRD PARTY DISCLAIMER

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

## 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-221994 dated 28 Apr 2023 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 Saratoga County NY 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.
- Link to Terms: <https://granicus.com/legal/licensing>
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

**BILLING INFORMATION**

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

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

*The pricing, terms, and conditions of quote Q-221994 dated 28 Apr 2023 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.

Saratoga County NY	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	

### ClearCaster Terms & Conditions

The ClearCaster products are subject to the following terms:

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

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

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

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

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

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

**Restrictions.** Customer shall not:

- Misuse any Granicus resources or the ClearCaster products or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- Use any process, program, or tool for gaining unauthorized access to the systems, networks, or

accounts of other parties, including but not limited to, other Granicus customers;

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

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

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

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



**Warranties and Disclaimers.** The ClearCaster products are provided "AS IS" and as available. EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER GRANICUS NOR ITS SUPPLIERS WARRANT THAT THE CLEARCASTER PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS NOR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

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

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

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



## SARATOGA COUNTY BOARD OF SUPERVISORS

### RESOLUTION ~~151-2021~~

Introduced by Supervisors

#### AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH **GRANICUS, LLC FOR THE PROVISION OF AGENDA MANAGEMENT SOFTWARE**

WHEREAS, the **Legislative and Government Affairs committee, the Clerk of the Board of Supervisors** and the Director of Information Technology have identified that **the installation and use of agenda management software would enable the Clerk of the Board and Administration to more efficiently and effectively manage agenda item requests and the agenda process for committee meetings and board meetings; and**

WHEREAS, competitive proposals were solicited to provide **agenda management software; and**

WHEREAS, **members from the departments of the Clerk of the Board of Supervisors, County Administrator's Office, Information and Technology Department, and County Attorney's Office** reviewed the submitted proposals and have recommended that a contract be awarded to **Granicus, LLC for agenda management software at a cost of \$54,209.50 for the first year, with two optional renewals at a cost of \$33,461.04 for the second year and \$35,803.31 for the third year; now, therefore, be it**

RESOLVED, that the Chair of the Board is hereby authorized to execute an agreement with **Granicus, LLC for agenda management software at a cost not to exceed \$54,209.50 for the first year, with two optional renewals at a cost of \$33,461.04 for the second year and \$35,803.31 for the third year; and it is further**

RESOLVED, that the form and content of said agreement is subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. Funds are available in the 2023 Budget.