

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Granicus, Inc. a corporation, with its principal place of business located at 707 17th Street, Suite 4000, Denver, Colorado 80202 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and shall continue in full force and effect for thirty-six (36) months after the date hereof.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Fifty percent (50%) of all up-front fees for all products are due upon Contractor's receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined below. City shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, City will be billed annually in advance. City agrees to pay all invoices from Contractor within thirty (30) days of receipt of invoice. City acknowledges that products may be delivered and fully operational separate from the other purchased products.

For Granicus Hardware, delivery is complete once the City receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Contractor to be ready for City's use, irrespective of any training services provided to City by Contractor. Upon Granicus Hardware and/or Software delivery, City will have fifteen (15) days to notify Contractor of any issues or problems. If City notifies Contractor within such fifteen (15) day period of issues or problems, Contractor will promptly work to fix those issues or problems. Contractor oftentimes sells multiple software suites in one transaction. If City has purchased multiple suites, Contractor reserves the right to start invoicing on a per suite basis when considered delivered.

Upon each yearly anniversary of Granicus Hardware and Software delivery as defined above during the initial term of this Agreement, the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by five (5) percent per annum.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than ninety (90) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. RIGHTS UPON TERMINATION

Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

- (a) City's right to access or use the Granicus Solution, including Granicus Software, terminates and Contractor has no further obligation to provide any services;
- (b) City has the right to keep any purchased hardware, provided that City removes and/or uninstalls any Granicus Software on such hardware. However, if City has received hardware as part of a Granicus Open Platform Suite solution ("Open Platform Hardware"), City understands that upon termination of this Agreement, City shall immediately return the Open Platform Hardware to Granicus, Inc. The Open Platform Hardware must be returned within fifteen (15) days of termination, and must be in substantially the same condition as when originally shipped, subject only to normal wear and tear; and
- (c) City shall immediately return the Granicus Software and all copies thereof to Contractor, and within thirty (30) days of termination, City shall deliver a written certification to Contractor certifying that it no longer has custody of any copies of the Granicus Software.

14. OBLIGATIONS UPON TERMINATION

Upon any termination of this Agreement,

- (a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;
- (b) the provisions of certain sections of the Agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;
- (c) pursuant to the Termination or Expiration Options Regarding Content listed in subsection (d), Contractor shall allow the City limited access to the City's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The City shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format;
- (d) In case of termination or expiration of the Agreement, Contractor and the City shall work together to provide the City with a copy of its Content. The City shall have the option to choose one (1) of the following methods to obtain a copy of its Content:
 - Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to City at Contractor's actual cost, which shall not be unreasonable.
 - Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.

- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at any time.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The City and Granicus shall work together and make their best efforts to transfer the Content within the sixty (90) day termination period. Contractor has the right to delete Content from its services after sixty (90) days, or whenever transfer of content is completed, whichever is later.

15. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

16. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

17. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

18. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

19. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance

of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

20. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

21. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

22. PRODUCT USE

Contractor agrees to provide City with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Contractor and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, the City may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the City's Managed Services will also result in the immediate termination of the City's Software license as described in this section.

23. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

24. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

25. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

26. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

27. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

28. LIMITATIONS

Except for the license granted by this Agreement, Contractor retains all ownership and proprietary rights in and to the Granicus Software, and City is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

29. LIMITATION OF LIABILITIES

To the maximum extent permitted by applicable law, Contractor and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data), or cost of

procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Contractor's and its suppliers' and licensors' liability exceed the total amount of Managed Services Fees paid by City under this Agreement for the twelve (12) month period prior to the date the claim arose, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

30. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

31. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

32. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

33. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

34. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: City Clerk's Office
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-6771

And to Contractor addressed as follows:

Granicus
Attention: Lindsey Gabster
707 17th Street, Suite 4000
Denver Colorado, 80202
or by facsimile at (720) 501-5171

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

35. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

36. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

37. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

38. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

39. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

40. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

(Document continues on next page)

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Brian Doyle

BRIAN DOYLE
Interim City Attorney

ATTEST:

Rod Diridon, Jr.

Fm ROD DIRIDON, JR.
City Clerk

Dated: 5.11.17
Rajeev Batra

RAJEEV BATRA
Interim City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

[GRANICUS, INC.]
a corporation

Dated: 4.12.17
By: *Jason Fletcher*

(Signature of Person executing the Agreement on behalf of Contractor)
Name: Jason Fletcher
Title: COO
Local Address: 707 17th Street, Suite 4000
Denver, Colorado 80202
Email Address: jason.fletcher@granicus.com
Telephone: ()
Fax: ()

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Proposal for Agenda Management System and Enterprise Document Management System" dated October 10, 2016, which is referenced here as is the City's original RFP document both outlining project requirements. Attached below to this Exhibit A is a scope of work summation document.

SCOPE OF WORK DOCUMENTATION

In this section, we outline the approach that would be undertaken in providing the requested services to the City including our detailed project approach and methodology, specific proposed services, and support and training services to be provided.

Noted here in reference are project documents: the City's RFP for Agenda Management Tool and the full Granicus Proposal in which both documents state the entire project plan and scope.

1. Introduction and Background

This Scope of Work ("SOW") defines deliverables, responsible parties and timelines for the implementation, and post-implementation service and support, of the legislative management solution provided by Granicus, Inc. to the City of Santa Clara, CA. This SOW is an integrated component of the final contract between Client and Granicus.

Client has selected Granicus to provide Open Platform, Government Transparency with SDI 720p streaming, portable encoder, Meeting Efficiency Suite, Legislative Management Suite (Legistar) with Laserfiche integration, eComment and Boards & Commissions solutions. Business objectives to be achieved by this solution are as follows:

Open Platform and Government Transparency

- Give citizens access to live and archived streaming through Client website
- Import agendas and index video live
- Manage and distribute unlimited meetings and events automatically
- Integrate closed captions with video
- Measure participation with in-depth video analytics

- Streamline live meeting processes into a workflow that combines minutes with meeting recordings
- Record roll call, agenda items, speakers, motions, votes, and notes through a simple interface

Open Platform and Government Transparency with Legistar

- Reduce public inquiries with searchable, self-service access online
- Allow the public to track legislation, ordinances, and voting member records through Client website
- Provide historical tracking and reporting on all legislation initiated in the solution

Meeting Efficiency

- Perform tasks associated with capturing and publishing minutes electronically
- Automate the agenda management process

VoteCast

- Integrate VoteCast to enable real-time meeting voting and recording on the iPad and/or Android voting mobile technology.
- Allow elected officials to participate in public meetings using iPad or tablets to record motions and votes as well as request to speak
- Enable viewing of full agendas, supporting materials, the current item, speakers, and vote results on the touch-screen display

Legistar

- Streamline business process and workflow throughout the legislation process: from drafting through adoption and filing
- Perform tasks associated with legislation drafting, review, approval, and filing process electronically
- Automate the legislative workflow with electronic approvals and signatures

Citizen Participation

- Gather citizen comments on agenda items prior to meetings (eComment only)
- Streamline online citizen engagement methods through Client's existing Granicus Government Transparency solution (eComment only)
- Send submitted citizen comments using Granicus's iOS and Android application, known as iLegislate, to users who have applicable permissions set up on the Granicus Open Platform site (eComment only)
- Keep the public informed of active public bodies and membership online
- Allow community members to apply for boards through Client's website

All Solutions

- Receive training for all members of the organization through a "train-the-trainer" concept
- Substantially reduce hardcopy printing of documents related to meetings and legislation

2. Project Scope

2.1. Granicus Modules

Included in this solution, Client will receive the following Granicus modules:

Open Platform provides the ability to upload and publish content such as videos and documents to the Internet. The feature list includes:

- a. Unlimited government public meeting content storage and distribution
- b. Archived video editing and indexing
- c. An internal and public-facing citizen web portal
- d. Live and on-demand streaming to computers, tablets, and other mobile devices (Note: only if Client has an encoder or uploads a video to MediaManager (see 2.1.7 below).

Government Transparency provides the ability to stream meetings and events live, to link related documents to video, and to improve the search of archives. It includes unlimited cloud bandwidth and storage as well as local live and on-demand streaming. The feature list includes:

- a. A media portal for publishing live and archived videos on Client website
- b. A single video player webpage providing indexed videos, agendas and supporting materials such as staff reports, memos, and ordinances
- c. Searchable, self-service access to online public meeting or event data, including: agendas, minutes, notes, motions, votes, and captions. Includes advanced filters for date range, data type, and more.
- d. Live importing of agendas and video indexing of materials such as agendas and minutes
- e. Automated management and distribution of unlimited meetings and events
- f. Option for closed captioning integration for video
- g. In-depth statistics on video views
- h. Viewing of videos, agendas, minutes, and supporting documents on computers, tablets, and other mobile devices
- i. Downloadable video in MP4 format
- j. Facilitation of sharing videos over social networking sites or through email RSS subscriptions and user search alerts supported
- k. SDI 720p Streaming

iLegislate connects agenda data to tablets and mobile devices to enable the review of agendas and supporting documents, note taking, and more, on the go. The feature list includes:

- a. Viewing of videos, agendas, minutes, and supporting documents on mobile devices that use Apple iOS (iPhone and iPad) and some Android devices (Note: only if Client has an encoder or uploads a video to MediaManager [see 2.1.7 below].)
- b. Review of agendas and attachments offline and on-the-go
- c. Note taking, bookmarking, and emailing of agenda items
- d. Review of indexed, archived meeting videos

Encoding Appliance hardware is pre-configured and includes:

- a. Live and on-demand streaming on computers, tablets, and other mobile devices
- b. Granicus maintenance updates
- c. Extraction and display of embedded closed captions to help maintain ADA compliance
- d. H.264 video codec encoding
- e. HTML5 and Flash compatible streaming delivery
- f. (Optional) Granicus can install a Performance Accelerator on the Encoding Appliance to support up to 50 concurrent viewers (see 5 below).

Meeting Efficiency is a live meeting workflow solution that combines minutes with a meeting's recording. It allows users to capture, finalize, and publish minutes and record roll call, agenda items, speakers, motions, votes, and notes through a simple interface. The feature list includes:

- a. Meeting preparation tools
- b. Live minutes automation
- c. Quick notes and text expansion
- d. Minutes editing and publishing
- e. Linked minutes generation

VoteCast enables the electronic submission of motions, votes, and speaker functionality. Features include:

- a. Hardware configuration and installation for:
 - i. VoteCast tablets
 - ii. One VoteCast display (Central Processing Unit)
- b. Users can view full agendas, supporting materials, the current item, speakers, and vote results.
- c. Actions are recorded directly from voting members and a public display shows the current item, vote results, and a speaker timer.
- d. Ability to show or hide live vote results, including a numerical tally for officials or the meeting chair. This can be done during the live vote or after it has been completed.
- e. A digital speaker queue and speaker timer
- f. Vote automation and vote types ("Yes" or "Yay", "No" or "Nay", etc.) (VoteCast Classic only)
- g. Ability to review paperless agenda packets
- h. Show or hide motion information and mover/seconder buttons (VoteCast Classic only)
- i. Ability to view supporting document attachments
- j. Customized names for officials
- k. Ability for meeting chair to have controls such as start/stop/reset vote, call speakers, etc.
- l. Public display designed to keep people in the meeting chamber, TV viewers, and the Web audience up-to-speed on meeting action (e.g., current item, vote results, speakers, etc.)

Legistar is Granicus's end-to-end legislative management solution. Features include:

- a. Live recording of actions, notes, speakers, and attendees will be through LiveManager. These recordings import directly and automatically into Legistar (user will initiate this action), automating the minutes recording process.

- b. Granicus will configure Legistar and Media Manager to allow for an import and export process to occur. Granicus will perform one or more tests after Legistar is configured to confirm data imports and exports from Legistar and Media Manager.
- c. Automation of the following business processes to support a streamlined workflow, with modifications to achieve the best practices as necessary:
 - i. Legislation Drafting and Submission: when departments, agencies or Council Member initiate legislation
 - ii. Legislation Review and Approval: draft legislation delivered to departments/agencies or meeting body for review and approval
 - iii. Agenda Management: create and publish meeting agendas, provide supporting material, and manage status of agenda items (e.g., withdrawal, held, etc.)
 - iv. Meeting Management: create meeting minutes, provide supporting material, and manage status of meeting items
 - v. Public Portal: publish items (e.g. agendas, minutes, statuses) and video to Client public portal
 - vi. Amendments: can be recorded at every point of the legislative process
 - vii. Bill Closeout: record approvals, electronic signatures (Approval Tracking System) and digital filing
 - viii. Version Control: full version control of legislative files (not attachments) throughout the legislative cycle
- d. Electronic legislative history tracking and reporting: ability to research previous and current legislation created within the system and supporting material, the actions taken on the item/current status, and report on it.
- e. Granicus provides a selection of standard formatting for a variety of reports/documents (e.g. agenda packets, minutes, meeting calendar, attendance report, etc.). Granicus will deliver these reports/documents as part of the functionality of the system. Utilization of any or all of these reports is at Client's discretion.
- f. Samples of the reports/documents with the default configuration can be viewed at: <http://tinyurl.com/oanlamr>. These reports/documents can be modified at Client's request at no additional cost if the requested modifications do not require changes to the application's core code. Changes that require core code modifications are considered out of scope.
- g. Development of up to 70 workflows combined for the primary meeting body and Planning Commission that can be used concurrently, allowing unique departmental processes to be tracked electronically. Additional workflows can be created by internal users and training will be provided on how to do so during System Administration Training.
- h. Creation of an InSite webpage which can be customized, as desired, in the following ways:
 - i. Insertion of a header/banner image at the top of InSite (Client can specify or Granicus can pull an image off of its homepage). The image should be at least 100px high, logos are preferable.
 - ii. InSite color theme. Please select one from the following options presented here: <http://tiny.cc/o91e5x>.
 - iii. Removal of any of the default tabs (e.g., People, Council, and Departments)

- iv. Change of any of the captions/labels (e.g., changing "Legislative Text" to read "Staff Report" or changing "Calendar" to read "Schedule")
- v. Remove fields or captions
- vi. For existing Clients: a tab created to point to the existing view pages
- vii. Note: InSite is not developed or supported when used as an iFrame. Individual colors in the text/design elements cannot be individually changed. InSite must use the theme system.

Citizen Participation assists elected officials, client staff and municipal constituents by providing easy-to-use online tools that manage citizen engagement. It is provided as a rapidly deployed, "out-of-the-box" product and has limited customization features.

eComment

- i. Unlimited number of site administrators
- ii. Review of citizen ideas and comments tied to agenda items through iLegislate and the Citizen Participation site
- iii. Ability to collect citizen comments attached to published items Client has opened up for comments during Client-established/set period for comment submission
- iv. Training documentation for Client team use
- v. eComment appears in the eComment tab of iLegislate (eComment only)

2.2. Licensing, Training, Managed Services, and Support

- 1) The licensing for this solution is considered to be a site license.
- 2) Software configuration and installation as included in the upfront and managed service fees
- 3) Installation of the software system into one environment
- 4) Configuration, support, and software updates for one meeting body are included in the monthly managed service fees. A meeting body is understood to mean a body that requires any combination of the following:
 - a. (2) agenda templates (City Council and Planning Commission)
 - b. (2) minutes template (City Council and Planning Commission)
- 5) Go-Live support
- 6) Training Classes. Granicus will provide online training to Client's designated System Administrators and on-site training for user training, which will be administered in a train-the-trainer approach.
- 7) Access to reference and support materials and documentation
- 8) API Integrations. Granicus makes available the use of its various APIs to its Clients to enable them to extend their Granicus data in a variety of ways. Examples include leveraging the API to import data from a third party system into Granicus and, conversely, exporting data to a third party system. Granicus will provide its APIs, as well as any existing documentation, to Client upon request. Any modification to the API is considered out of scope.

2.3. Additional Components, Included (For Legistar Only)

- 1) Laserfiche Integration: Laserfiche integration so that files can be both retrieved from and deposited into the Laserfiche system (Laserfiche required).
- 2) An additional database can be purchased if an additional training or QA environment is required.
- 3) ATS (Approval Tracking System/Online Approval System): (Note: This a default component of the Legistar system that allows for electronic approval to be used in the various workflows and is optional.) Granicus will review the approval tracking sequences with Client on Needs Analysis Call #3 and configure up to 70 complete sequences. Client's project team is responsible for configuring additional approval tracking sequences if more than 70 are required.
- 4) Pricing and scope of work for data conversion and migration of Santa Clara, CA historical data into Granicus has been provided to client. Data conversion/migration is defined as a service whereby Client requests Granicus to move, convert, upload, or otherwise make available any data not originally generated by a Granicus product to appear or be utilized in Client's Granicus solution. Common scenarios include (but are not limited to):
 - a. Moving previous video data captured by another system or process into the Granicus solution
 - b. Moving previous agenda, minutes, legislative documents or data into the Granicus solution
 - c. Ensuring the video data and meeting documents remain associated with a specific
- 5) ArcGIS - System provides ability to attach to 3rd party applications such as ArcGIS via URL linking to file collections or individual map forms. Optionally, static maps formatted files (i.e. PDF, TIF, BMP, JPG, etc.) may also be imported directly into the database as a stored supporting document.
- 6) Active Directory - Legistar and Media Manager can integrate with Active Directory via SAML 2.0 protocol compliant authentication systems. This will allow users to access Media Manager or the Legistar client without having to enter a password. Passwords will be managed through your existing authentication system controls. Granicus will require a test username and password, a specific endpoint to connect to, and permission on your authentication system allowing authentications to route properly through. Although this can be implemented at any point, it is suggested to be setup in the early stages of implementation.

3. Out of Scope

This section captures the most common out-of-scope scenarios that Granicus encounters during the lifecycle of any given project. Granicus will not engage in any out-of-scope work without prior written approval from Client. Any product change or enhancement not explicitly listed in the project scope in Section 2 is considered out-of-scope.

1. Creation of custom reports

- a. A custom report is defined as a report that requires modifications to the core application code in order to achieve a desired format or purpose.
- b. Examples of out-of-scope custom reports include, but are not limited to:
 - i. Creating a brand-new data field that does not exist on any report or existing database

- ii. Having data that displays on one type of report display on another
- iii. Adding a second logo to a report
- iv. In general, modifications to formatting (font, size, or justifications), or hiding or moving certain data elements on a single report, are not considered custom reports, and are thus considered "in-scope."
- c. The creation of any custom reports requires a separate assessment and project scope. Billing for custom reports is assessed on an hourly basis at the current professional services rate.

2. API Integrations

- a. Examples of out-of-scope API requests include, but are not limited to:
 - i. Requests to make modifications to API functionality to accommodate any third-party integration
 - ii. Any feasibility/data gap analysis to determine whether or not an API will be suitable for any Client integration or business need
 - iii. Any custom programming/configuration done by a Granicus staff member or contractor to accomplish or in pursuit of accomplishing any API integration
 - iv. Any request for support regarding a third-party integration not created by Granicus or its contractors
 - v. Any other API integration not clearly defined by this original scope of work
- b. Billing for out-of-scope API integrations is assessed on an hourly basis at the current professional services rate.

3. Product changes or enhancements. If Client wishes to make a feature request, it may do so at any time through its Granicus Project Manager during this implementation. Granicus, at its sole discretion, will then choose whether to and how to implement any given product request.

4. Project Teams

4.1. Granicus Project Team

Granicus will assign the following team members to Client's implementation project:

- 1) **Project Manager (Granicus PM):** This is the primary person responsible for the implementation of and adherence to project plans. See below for the full job description.
 - 2) **Business Analyst (Legistar only):** This person leads the customization and set up of the Legistar solution.
 - 3) **Designer:** The Designer is responsible for customizations and modifications of Granicus products that relate to reports and web design.
 - 4) **Solution Validation Engineer:** This team member is responsible for reviewing Client's technical compatibility with new or existing Granicus solutions. He or she will confirm the solution will work in Client environment and ensure Client will maximize the intended and desired benefits from the solution.
 - 5) **Product Trainer:** The Trainer delivers instructor-led online or in-person training.
- Granicus reserves the right to make adjustments to the project team roles as deemed appropriate. The Granicus resources assigned to this project will be knowledgeable of the Granicus modules included in the solution and Client's business processes and requirements. These resources shall

be fully capable of performing assigned duties, fulfilling project commitments, and communicating with Client team members effectively.

Granicus Project Manager Responsibilities

The Granicus Project Manager will manage the Granicus project team and work with Client's Project Manager to establish a framework for communication, documentation, and reporting to be used throughout the project. The Granicus Project Manager responsibilities include, but are not limited to:

- 1) Collaborating with Client's Project Manager to establish a project plan, including the project schedule and deliverables
- 2) Giving Granicus team members a clear understanding of their respective responsibilities throughout the project
- 3) Managing the activities of the Granicus project team to help maintain on-time completion of deliverables
- 4) Ensuring Granicus completes all unit and integration testing on all configurations and interfaces prior to training
- 5) Monitoring the progress of the project and advising Client Project Manager of any risks that could impact an on-time completion of specific tasks and deliverables
- 6) Maintaining regular communications with Client Project Manager
- 7) Managing escalations and timely resolution of any issues
- 8) Managing the approval and timely completion of change orders
- 9) Maintaining documentation of decisions made, commitments and follow-up items, deliverables, and other items/issues associated with the project for which Granicus is responsible

4.2. Client Project Team

Client will assign the following team roles:

- 1) **Project Manager (Client PM):** This is the main point of contact responsible for the implementation and adherence to project plans. See 4.2.1 below for the full job description.
- 2) **Clerk:** It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of the Council, from the approval process of legislation to the creation of minutes. This person will also be responsible for indexing the recording during the meeting if video/audio recording is involved.
- 3) **IT Lead:** The IT Lead works closely with the Project Manager to ensure that the solution is deployed properly and helps solve IT issues that might arise.
- 4) **Solution Administrator:** The Solution Administrator should be a person who is closely involved with the legislative and meeting processes: from the approval process of legislation to the creation of minutes to the online publication of meetings. The Solution Administrator's responsibilities will include, but not be limited to: collaboration with Granicus resources on the project schedule deliverables; and coordination with key stakeholders, representatives, and decision makers.
- 5) **Backup Solution Administrator:** This Backup Solution Administrator will serve as the backup to the Solution Administrator and preferably has a solid understanding of the legislative and meeting processes of Client jurisdiction as well as a good level of technological skills.

- 6) **(OP GT Only) Video Indexer:** Should the solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be from the Clerk's staff or a member of the A/V team depending on Client's unique workflow.
- 7) **Subject matter experts (SMEs),** including but not limited to: Client Executive Assistant to the Mayor and City Council, City Manager's Office, City Attorney's Office, City Clerk's Office, Finance Department, and other representatives, as deemed appropriate. Granicus will work with Client to make adjustments to the project team roles as deemed appropriate. The allocation of Client resources to the project may be variable according to:
 - i. The duration of the project
 - ii. The level of internal Client agreement
 - iii. The number of customizations required in the solution

Client resources assigned to this project shall be fully capable of performing assigned duties, fulfill project commitments and communicate with Granicus team members effectively.

Client Project Manager Responsibilities

Client Project Manager shall manage Client's project team and work with the Granicus Project Manager to establish a framework for communication, documentation and reporting to be used throughout the project. Client's Project Manager Responsibilities include, but are not limited to the following:

- a. Collaborate with the Granicus Project Manager to establish the project schedule and deliverables
- b. Ensure that all members of Client project team have a clear understanding of their respective responsibilities throughout the project
- c. Manage the activities of Client's project team and partner resources to ensure the on-time completion of tasks and deliverables; create, maintain/update and complete all required project artifacts and other documentation
- d. Monitor the progress of the project and advise the Granicus Project Manager of any risks that could impact an on-time completion of deliverables
- e. Manage and track the project budget; flag for the project sponsors if additional funds are needed to complete the project
- f. Maintain regular communications with the Granicus Project Manager and Client's project sponsors
- g. Ensure that members of the Granicus Project Team have to Client's legislative process documentation and other Client resources to gain a sufficient understanding Client's legislative process and requirements to ensure a successful and effective implementation of the solution
- h. Ensure that any customizations to the solution are fully specified and documented
- i. Ensure that change orders contain a complete description and specification of the changes required

5. Project Timeline

Work shall be performed according to the target milestone timeline below, based on projects similar to Client's. Timelines may change based on mutual agreement between Client and Granicus.

Project Plan & Payment Schedule

The dates outlined in this project plan may change based on schedule availability.

S.No.	Task Name	Duration	Resources
1	OP.GT.ME.LM.VT.eComment	103 days	
2	Pre-deployment Activity	19 days	
3	<u>Agenda Document Sent for Assessment:</u> The purpose of the Granicus document assessment process is to deliver the best possible automated workflow solution to you. By submitting your current agenda documents to Sales via email, our Design Team will review and analyze how they will integrate with Granicus and what changes, if any, should be made to optimize your solution.	1 day	-
4	<u>Document Assessment:</u> During the assessment process, the Granicus Design Team will identify key document information and review the general capabilities of your documents and workflow. Any recommendations on how to increase the efficiency of the workflow will be submitted for client approval.	4 days	-
5	<u>Review Document Recommendations:</u> Based on the information communicated during Step 4, client project manager will review and provide written approval of the assessment, along with any changes, by email to Sales. If you have any questions or concerns, our designers are always available to discuss possible solutions with you	3 days	-
6	<u>Document Assessment Complete:</u> Upon the receipt of written acceptance of the document assessment, the document assessment process is complete and any changes will be implemented.	0 days	
7	<u>Send LM Userlist and Team Information Gathering Forms:</u> Sales will send your team a couple of information gathering forms. These forms are used to pre-populate your database with user information. This is usually sent during the solution validation phase and completed by the Solution Validation Call.	1 day	-
8	<u>Complete Technical Prerequisites:</u> Please fill out and submit the information on the Technical Information Gathering Form. It should only take about a half-hour hour to complete.	4 days	-
9	<u>Send Tech Solution Guides & Network Diagram:</u> Using the information gathered in the previous steps, Granicus will create and propose a solution network diagram.	1 day	-
10	<u>Review Tech Guides & Network diagram:</u> Your IT team will review the provided network diagram and reach out to Granicus with any questions or concerns.	4 days	-

S.No.	Task Name	Duration	Resources
11	Technical Pre-requisites Complete: At this stage, the technical prerequisites for deployment are complete. This milestone indicates that all technical forms, IT information, network diagrams, and associated documents have all been collected and approved.	0 days	
12	Sales Engineer Solution Validation Call: The Solution Validation Call is the opportunity to discuss your current workflow process and existing technology set-up, as well as to ensure that the proposed plan meets all requirements necessary to deliver a successful Granicus solution.	1 day	
13	Deployment Phase Billing initiated – 50% of upfront cost due	31 days	
14	Project Kick-Off	1 day	Client PM/Clerk, Granicus PM
15	Schedule NAC Calls: During the Kickoff call we will be scheduling dates for the Needs Analysis Calls.	1 day	Client PM/Clerk, Client IT, Granicus Trainer
16	Schedule Training Dates: We will schedule the onsite training sessions on the Kickoff call.	1 day	Granicus Trainer, Client PM/Clerk
17	Create Legistar Database & Insite Page: Our IT team will create an instance of the legistar database for your team. They will upload the user information collected in the previous step.	10 days	Granicus PM
18	Ship Hardware	10 days	Granicus PM
19	A/V requirements completed: Your AV team must make sure that the AV equipment are in place before Granicus begins the server installation.	2 days	Client AV
20	Firewalls Requirements completed: Your IT team must make sure that the network's security and firewall requirements are in place before Granicus begins the server installation. We will provide you with instructions and further details in your customized encoder set-up guide.	1 day	Client IT Network Admin
21	Remote Access Requirements Completed: Granicus will use the LogMeIn application to access the servers on your network. In order to do so, certain remote access requirements must be completed on your end; we will provide you with instructions and further details at this milestone.	1 day	Client IT Lead, Client IT Network Admin
22	Server Installation: Your Granicus Project Manager will work with your IT to test and to confirm that the hardware and software components of your Granicus solution are fully functional and ready to operate. Any technical issues found with the streaming will be addressed and resolved at this stage in the installation process.	5 days	Client IT Lead
23	Granicus Software Validation	1 day	Granicus PM, Client IT Lead
24	Design	8 days	

S.No.	Task Name	Duration	Resources
25	<u>Insite Page & Player Implementation:</u> Your Granicus designer will discuss Insite page and player template options.	3 days	Granicus Design, Client Webmaster
26	<u>Agenda Validation and Modification:</u> Your Granicus designer will ensure that your agenda templates meet your expectations and work efficiently and effectively in your Granicus workflow.	4 days	Client PM/ Clerk, Granicus Trainer, Granicus Design
27	<u>Final Design sign-off:</u> Your Granicus designer will ensure that your Insite Page, video player templates meet your expectations and work efficiently and effectively in your Granicus workflow. Minor changes such as color and font choices will be implemented in this phase and will require final written sign-off.	1 day	Client PM/ Clerk
28	<u>Needs Analysis & System Setup</u>	30 days	
29	<u>Needs Analysis Call #1 - Legislative Files Tabs/Fields</u> GOAL: To identify the fields that make up Legislative Files (LF) and understand how the underlying data in administration is set up.	1 day	Client PM/ Clerk, Granicus Trainer
30	<u>Client Tasks:</u> Gathering templates, codes sections, indexes and insert them into the database before NAC #2	5 days	Client PM/ Clerk
31	<u>Needs Analysis Call #2 - Approval Tracking System (ATS)</u> GOAL: To understand how approval tracking works and how your workflow will fit into this process.	1 day	Client PM/ Clerk, Granicus Trainer
32	<u>Client Tasks:</u> Add approvers into the people table, enter ATS sequences and review/update email templates before NAC #3	5 days	Client PM/ Clerk
33	<u>Needs Analysis Call #3 - Agendas</u> - Goal: To set agenda definitions, generate a sample agenda, and discuss agenda reports. This includes: <ul style="list-style-type: none"> • Agenda definitions for the Primary Legislative Body • Section headers • Agenda numbers • Style • Agenda report defaults • Packet creation 	1 day	Client PM/ Clerk, Granicus Trainer
34	<u>Client Tasks:</u> Verify and update the agenda order and rules, workflow controls, agenda definitions, and agenda settings in the database before NAC #4	5 days	Client PM/ Clerk, Granicus Trainer
35	<u>Needs Analysis Call #4</u> <ul style="list-style-type: none"> • Define workflow actions on file types • Define vote and attendance settings • Define the standard motion string text • Insert standard paragraphs • Minute report defaults 	1 day	Client PM/ Clerk, Granicus Trainer
36	<u>Client Tasks:</u> Determine list of actions and how motions strings should look on the minutes report. Verify and update the settings in the database before NAC#5	5 days	Client PM/ Clerk, Granicus Trainer
37	<u>Needs Analysis Call #5</u> – System Security and ATS Review - Goal: To understand the default security settings.	1 day	Client PM/ Clerk, Granicus Trainer

S.No.	Task Name	Duration	Resources
38	<u>Client Tasks:</u> Determine list of security groups, functional list and body security options and add users to the database. Confirm the ATS sequences are entered and set up properly before the Online Admin Training #1.	5 days	Client PM/ Clerk, Granicus Trainer
39	<u>Workflow Review</u> Monthly managed service fees begin	1 Day	Client PM/ Clerk, Granicus Trainer
40	<u>Online Administrator Training</u>	1 Day	Client PM/ Clerk, Granicus Trainer
41	<u>Training</u>		
42	<u>Day 1: Drafter & Approver Training / Agenda Preparation</u>	1 day	Client PM/ Clerk, Granicus Trainer
43	<u>Day 2: Agenda Preparation and LiveMeeting Indexing</u>	1 day	Client PM/ Clerk, Granicus Trainer
44	<u>Day 3: Minutes Processing</u>	1 day	Client PM/ Clerk, Granicus Trainer
45	<u>Online Training Review (Q&A)</u> 25% of upfront due upon training completion	0.5 days	Client PM/ Clerk, Granicus Trainer
46	<u>Completion of Roll Out Period- Parallel Operations Commence</u>	2 wks	Client PM/ Clerk, Granicus Trainer, Granicus
47	<u>Live Operations Begin</u> 90-120 days standard deployment for a project this size.	0 days	
48	Remaining 25% of upfront cost due two weeks after Go Live	2 weeks after Go Live	

6. Milestones

For each milestone, Client's authorized representative shall give final, written approval that individual deliverables and milestones have been completed.

6.1. Milestone 1: Project Start Up

6.1.1. Staffing and Project Management

Success of the project is dependent on both Granicus's and Client's commitment to collaborating and performing the tasks and obligations described in this SOW. Both Granicus and Client shall provide reasonable turnaround times (to be mutually agreed upon) on critical decisions, information requests, and approvals that are required to ensure that project tasks and deliverables are completed on time.

6.1.2. Project Plan

Client and Granicus will work together to develop a comprehensive project plan consisting, at a minimum, of the components outlined below which are broken out by responsibility and ownership.

Deliverables:

1. Communication Plan: Client and Granicus will collaborate on and document processes to communicate project information to Client and vice versa. The plan, at minimum, should include:

a. Regularly Scheduled Status Calls: Members of both Client and Granicus project teams should participate in regularly scheduled calls to provide status updates, discuss open issues, project risks, etc.

b. Written Status Updates: Both Client and Granicus Project Managers should also provide written status updates at regularly scheduled intervals (e.g., weekly) to an agreed upon distribution of stakeholders, project team members and other appropriate personnel at both Client and Granicus.

c. Escalations: In the event that the Granicus Project Manager does not respond to Client's needs, Client shall directly contact Granicus's Director of Professional Services (please email implementation@granicus.com to contact the Director of Professional Services).

2. Resource Plan: Client and Granicus will collaborate to compile a list of all personnel from Client and Granicus that are associated with the project. The list should include each person's role in the project and contact information as well as their allocation to the project.

3. Training Plan: Granicus will provide Client with the Training Plan on the Project Kickoff Call.

6.1.3. Document Review and Technical Information Gathering

The Granicus Design team conduct a Document Assessment, during which it will review Client's current agenda and minutes documents and determine how they will integrate with the Granicus solution and what changes, if any, should be made to optimize the solution for Client.

1. Document Assessment: Granicus will complete a review of Client's current agenda and minutes documents and document any recommended changes. Granicus will submit a request to Client Project Manager listing the documents needed. Client will provide the requested documents to Granicus in a timely manner. Client will provide any other process documentation (e.g. process flows, requirements, etc.) to aid the Granicus project team in gaining a sufficient understanding Client's legislative process and requirements.

2. Technical Information Gathering: Granicus will work with Client to gather general technical information and analyze the existing technology set-up to ensure that the proposed project meets all requirements necessary to deliver a successful solution. Granicus will send a URL for the Technical Information Gathering Form to Client for completion. Client will complete and submit the electronic form to Granicus.

3. Solution Validation Call: This call provides an opportunity to discuss Client's current workflow process and existing technology set-up to ensure that the proposed plan meets all requirements necessary to deliver a successful solution. At a minimum, Client's Project Manager, IT Lead, and Client Council Project Sponsor should participate in the call.

Deliverables: Granicus will document the minutes of the call as well as confirm the technical compatibility of the proposed solution and distribute to Client Project Manager for review and approval.

6.2. Milestone 2: Implementation

Granicus will deliver any required and purchased hardware to Client. Granicus will install and configure solution software for Client.

Customization and Configuration Design Phase: Granicus will collaborate with Client to develop the architecture and configuration design for each module of the overall solution.

Deliverables:

- a. Architecture Design Document
- b. Summary of Configuration Design Document

Open Platform: The Granicus Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of government public meeting data and includes free access to Granicus's APIs and SDKs. The Granicus Open Platform includes the ability to upload and publish content including videos and documents.

Deliverables: MediaManager. MediaManager is a web-based platform that allows data to flow among the various Granicus modules included in the solution. For example, agendas created in Legistar can be accessed during meetings via LiveManager and also from mobile devices using the iLegislate app. Also, meeting videos recorded through LiveManager can be trimmed from MediaManager. MediaManager is hosted on the Granicus cloud, therefore it will not have to be installed on individual user machines.

MediaManager Deliverables:

- a. Granicus will provide a MediaManager URL (usually *clientname.granicus.com*).
- b. Granicus will provide a username and password for the primary stakeholder (usually the Client Project Manager).
- c. Client will receive a public-facing citizen web portal.

Government Transparency: The Government Transparency product provides the ability to stream meetings and events live, to link related documents to video, and to improve the search of archives. It includes unlimited cloud bandwidth and storage as well as local live and on-demand streaming. This product connects agenda data to Apple and Android tablets to enable the review of agendas and supporting documents, note taking, and more through the iLegislate application.

Requirements: In order to use Government Transparency, Client must have an encoder or purchase an Encoding Appliance with the solution.

Deliverables:

- a. Custom player
- b. View page
- c. Agenda documents

iLegislate: iLegislate, enables elected officials to review meeting agendas, supporting documents and archived videos on any iPad or Android tablet. Users can bookmark items on the agenda (and pdf attachments) while offline. iLegislate is a free app that can be downloaded from iTunes or Google Play and works with any Granicus suite.

Deliverable:

- a. iLegislate App

Encoding Appliance: The Granicus Encoding Appliance provides clients with live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. A combination of web-based and Client-installed applications will give users access and control of the Appliance's Streaming Media Services.

The Encoding Appliance also has the ability to have the Performance Accelerator module installed to allow for up to 50 concurrent live and on demand streams as well as for local archive storage. However, if Client expects more than 50 concurrent internal users viewing the live stream, Client may want to consider the Granicus standalone physical or virtual server setup as described in section 6.2.7 below. The Encoding Appliance is a Microsoft Windows server recording in H.264 compatible MP4s. More specific server details—including size, weight, power requirements, and network requirements—please see the Granicus Encoding Appliance (Windows 7) Technical Solutions Guide.

Client is responsible for receiving the hardware on its end and installing the hardware components as agreed to in the network diagram. The Granicus Project Manager will be available to support Client remotely in installing the servers and verifying their set-up and functionality at the Client site. Before Granicus can begin the remote installation of the transparency solution, Client must confirm that the network's security and firewall requirements are in place as discussed in the Pre-Deployment Activity Phase.

Granicus PM will confirm remote access to the server in preparation for the software installation. Granicus PM will complete a server-side update to the streaming component. Granicus recommends allowing one day's time for the Client IT Lead to run and test the installation of the software solution in Client's environment.

Deliverables:

- a. Hardware components
- b. Email confirmation that testing is complete

Meeting Efficiency (Legistar Clients Only). Legistar clients will have the ability to import data recorded in LiveManager—including motions, votes, notes, and speakers—directly into the minutes in Legistar.

VoteCast Classic: VoteCast Classic is used by elected officials during meetings to electronically record motions and votes, request to speak as well as view full agendas, supporting materials, the current/activated agenda item, speakers, vote results, etc. on a Windows tablet or an ultra-small form factor computer.

Requirements:

- a. **Devices:** VoteCast can be used with Client's choice of the following:
 - Dell CPU with touchscreen monitors
 - Microsoft Surface Pro 3
- b. VoteCast requires a wired Ethernet connection.
- c. Granicus is responsible for ordering, imaging, and delivering the VoteCast Classic voting machines. Client is responsible for installing the voting machines at Client site.
- d. **Network:** The VoteCast application requires a constant network connection to the Granicus Encoding Appliance during running events. The following description is of the network ports, connection direction, and communication protocols used by the Granicus Encoding Appliance. If the direction of the connection is outbound, the port indicates the port number of the application's remote host connection. If the direction of the connection is inbound, port indicates the port number of the application's local host listening for incoming connections.
 - Outbound TCP Port 85 & 6969: To the Granicus Encoding Appliance for application connectivity
 - Outbound TCP Port 7777: To Granicus for application installation and updating
- e. **Video Input Switching:** The Microsoft Surface Pro tablet hardware does not have an additional video input. The tablet hardware is not recommended if displaying presentations or other secondary content on the individual voting stations is desired.

Deliverables: Granicus will configure VoteCast to meet Client's requirements.

VoteCast with iLegislate: VoteCast with iLegislate is used by elected officials during meetings to electronically record motions and votes, request to speak as well as view full agendas, supporting materials, the current/activated agenda item, speakers, vote results, etc. on Apple or Android tablets.

Requirements:

- a. **Devices:** VoteCast with iLegislate can be used with Client's choice of the following:
 - Apple iPad (version 2 and higher) with iOS 7 or greater
 - Android Tablets
 - Samsung: Android version 4.4.2 or higher (7" and 10" tablets)
 - Nexus 7: Android version 4.4.4 or higher (7" and 10" tablets)

Client is responsible for purchasing the Apple or Android tablets for VoteCast with iLegislate.

b. **Network:** The iLegislate application requires an internet connection for agenda download, notes synchronization, and playback of archive videos. Wi-Fi, 3G, and 4G connections will work but download performance will be much better over Wi-Fi. Very large agendas and attachments can take a substantial amount of time over 3G.

Agenda download and sync requires internet access over port 80 and port 443. Video playback requires internet access over TCP port 1935. Voting and requesting to speak require access over port 2012 to the Granicus Encoding Appliance. iLegislate traffic is entirely: Outbound TCP Port 80, 443, 1935, and 2012 (only if the Voting System is enabled).

c. **PDF:** To use iLegislate's annotations functionality in attachments, Client files need to be either native (such as a converted Word document) or OCR (Optical Character Recognition) PDFs. Scanned image PDFs cannot be annotated.

To view attachments on Android devices, Client will need to download a PDF application such as Adobe Reader to Client's Android device.

Important Note: iLegislate's annotation functionality in attachments is currently not available for Android devices.

Deliverable: VoteCast

VoteCast Display: VoteCast Display shows live meeting actions, including the current agenda item, vote results, and speakers, over large monitors in the meeting chambers or via onsite televisions. The VoteCast Display application runs on a Granicus-provided, ultra-small form factor computer connected to a client-provided display system. Client is responsible for providing/procuring and installing overhead display monitors, appropriate connectors, and power source needed to enable VoteCast display functionality. Granicus will integrate VoteCast with LiveManager so that actions recorded in VoteCast will automatically populate into LiveManager.

Requirements:

a. **Network:** The VoteCast Display application requires a constant network connection to the Granicus Encoding Appliance during running events.

The following describes the network ports, connection direction, and communication protocols used by the Granicus Encoding Appliance. If the direction of the connection is outbound, the port indicates the port number of the application's remote host connection. If the direction of the connection is inbound, port indicates the port number of the application's local host listening for incoming connections.

- i. Outbound TCP Port 85 & 6969: To the Granicus Encoding Appliance for application connectivity
- ii. Outbound TCP Port 7777: To Granicus for application installation and updating

b. **Installation:** The VoteCast Display computer is generally installed in an area adjacent to the presentation display system using the included wall/under desk mounting brackets. It requires power and Ethernet network connectivity. The computer supports both VGA and Display Port outputs.

c. **Video Conversion and Distribution:** To display video from the VoteCast Display computer on a display that requires an HDMI input, a VGA to HDMI converter can be used such as the one found here: <http://bit.ly/xBRuzL>. Extend the VGA output for the VoteCast Display computer up to 330ft with Cat5/RJ45 cabling using a VGA Extender such as the one sold here: <http://bit.ly/wHPjXz>.

Deliverable: Display CPU

Legistar: Legistar is the primary module that makes up the Granicus legislative management solution. It has functionality to draft and submit legislative items, agenda management, automated process workflow and approvals/electronic signatures, and document storage and organization.

Deliverables:

a. Legistar installation package and instructions

b. Needs Analysis Survey

c. Based on the information provided in the Needs Analysis Survey, a Granicus Business Analyst will conduct Needs Analysis Calls to configure Legistar in accordance with Client's requirements, including:

i. Templates used for data entry (e.g. legislation creation)

I. Agenda Templates: Granicus will create and configure meeting agenda templates for one meeting body.

II. Legislative and Minutes Templates: Granicus will create and configure one legislative item template and one minutes template.

ii. Legislative process workflows

iii. User groups, roles, and permissions

d. Legistar Output (Reports) Review: Granicus will work with Client to determine if standard Legistar output (reports) available from Legistar meet Client's requirements. For any requirements not met, Granicus will work with Client to define any needs that require custom configuration (to exclude customizations that would require changes to Legistar's base code).

e. **InSite:** Granicus will set up an online public portal for Client that allows staff and public users to access meeting calendar/schedule, legislative files, supporting documentation, meeting agendas, minutes and videos at any time (current and past/archived). Users will be able to search, sort and export data to Excel, Microsoft Word or PDF.

Designated Client users will be able to publish meeting agendas and supporting documents, minutes, video, etc., to InSite directly from Legistar (and not via MediaManager).

Access to Legistar: Client staff and Council Members who have access to Legistar will be able to access the application from outside of Client's network through a log-in on the InSite page. This will provide access to full functionality in Legistar including the ability to draft, edit, review and approve items, etc. (note that when accessing items via the iLegislate app, users are limited to read-only and bookmarking

capabilities).

i. Granicus will create Client's InSite webpage and will customize it to reflect Client's branding limited to:

- I. Insertion of a header/banner image at the top of InSite (Client can specify or Granicus can pull an image off of its homepage). The image should be at least 100px high, logos are preferable.
- II. Creation of standard player page with Client header.
- III. InSite color theme. Please select one from the following options: <http://tiny.cc/o91e5x>
- IV. Removal any of the default tabs (e.g., People, Council, and Departments)
- V. Change of any of the captions/labels (e.g., changing "Legislative Text" to read "Staff Report" or changing "Calendar" to read "Schedule")
- VI. Remove fields or captions
- VII. For existing Clients: a tab created to point to the existing view pages.

Note: InSite is not developed or supported when used as an iFrame. Individual colors in the text/design elements cannot be individually changed. InSite must use the theme system.

ii. Granicus will present the customizations to Client for approval prior to deployment being considered complete.

iii. Granicus will enable the publication of agendas, minutes, legislative documents, video, etc., from Legistar to InSite.

iv. Granicus will enable access to Client's InSite page from Client webpage.

Citizen Participation Suite: eComment

eComment: Provides the ability to collect, consolidate, and deliver citizen feedback on agenda topics prior to meetings. This functionality utilizes a customizable, web-based comment form that's integrated with agendas published to Client's InSite page (eComment will show as a button on InSite). Citizens can indicate their position (e.g. support/oppose/neutral) and post comments on specific agenda items. Comments can be consolidated into a report and delivered to elected members prior to a meeting. Setting options allow feedback and comments to be viewable only by Client's internal staff and not the public.

Testing: Granicus Development conducts solution and unit testing during development. Granicus will be responsible for conducting all aspects of the solution in Client's environment. Granicus will not be responsible for end-user testing.

Laserfiche integration

GIS integration

6.3. Milestone 3: Implementation Completion (see project plan line items 17-39)

Granicus performs unit and end to end testing as part of the normal development process. Granicus will conduct unit testing and integration testing using the following script for this implementation. (Please note this testing may be limited to one client machine and/or Granicus Encoding Appliance residing at Client.) Client is responsible for all client end-to-end testing.

Granicus will resolve all defects and complete any change requests that arise during testing and will review the fixes for all defects with Client. A change request is defined as request to add, modify, or delete a specific unit of functionality from what was documented in the original requirements. A defect is defined as any error, flaw, mistake, failure, or fault that prevents a unit of functionality, or the system, from working as intended, or to produce an incorrect result. Any and all security flaws (in any application layer) shall also be classified as defects. Client will test and sign off on defects as they are resolved.

Deliverable: Written confirmation of the successful completion of testing

6.4. Milestone 4: Training (see project plan line items 40-45)

Granicus will conduct training for Client identified staff that will cover the essential concepts and standard navigation of the solution and tasks related to Client's legislative business processes. Client will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by Client. Granicus will authorize Client to videotape training sessions for internal use and to reproduce any the training materials such as training guides, screenshots, in part or whole, for its own purposes. Training is comprised of the following components, depending on Client's solution:

Module or Software Solution	Training Provided
Open Platform and Government Transparency	Three 2-hour sessions <ol style="list-style-type: none"> 1. Pre-/During Meeting Steps 2. Post-Meeting Steps 3. Review/iLegislate
Meeting Efficiency (includes Open Platform and Government Transparency experience)	Six 2-hour sessions <ol style="list-style-type: none"> 1. Pre-/During Meeting Steps 2. Post-Meeting Steps 3. Review/iLegislate and Pre-/During Meeting for Meeting Efficiency 4. Post-Meeting Steps for Meeting Efficiency 5. Review Pre-/During Meeting for Meeting Efficiency 6. Review Post-Meeting Steps for Meeting Efficiency
VoteCast with Meeting Efficiency	Two days onsite <ol style="list-style-type: none"> 1. Day 1: System Validation, Clerk Training 2. Day 2: Council Training w/Clerk support
VoteCast with Legislative Management	Two and a half to three days onsite <ol style="list-style-type: none"> 1. Day 1: System Validation, Clerk Training 2. Day 2: Council Training w/Clerk support 3. Day 3: Minutes Processing and Importing
iLegislate Voting	Self-led online training OR option to purchase instructor-led onsite or instructor-led online training

Module or Software Solution	Training Provided
Legislative Management	Admin Training: Two 2-hour online, instructor-led sessions prior to onsite training. Three days onsite <ol style="list-style-type: none"> 1. Day 1: Project Overview, Drafter Training, Approver Training, and Agenda Generation Prep 2. Day 2: Agenda Generation, LiveManager, and MediaManager 3. Day 3: Minutes Processing, Workflow Review, and iLegislate
Citizen Participation	eComment: One 1-hour, instructor-led, online session

Requirements:

1. Client will ensure that training participants have a working familiarity with the standard Microsoft Windows conventions and terminology.
2. On-site training locations will include one computer for use by each participant. Granicus will provide Client with instructions regarding the set up required for Client computers that will be used in training. Client will prepare all computers per the instructions provided prior to the training class start time.

Deliverables:

1. Class outline and user roles involved
2. Training materials
3. Electronic copies of user manuals and quick reference guides for each functional module covered in training

6.5. Milestone 5: Scope of Work Complete (project plan line item 46)

Final acceptance will be based on successful testing and implementation of the system, defined as:

1. Integration tested (with ability to provide evidence of testing upon Client's request)
2. End-to-end configuration and functionally tested
3. Parallel run(s)/ User Acceptance Test

6.5.1. Documentation

Granicus will provide documentation to support the software. Any software tools or utilities that are desirable to tune, test, maintain, or support the software shall be specified by Granicus.

Documentation will include but is not limited to:

1. Technical administration
2. Software configuration
3. Technical architecture diagram
4. Data flow diagram
5. Application administrator guide
6. End-user day-to-day operation guide
7. Quick Reference Guides by job function

6.5.2. Close-Out Process (project plan line item 47 & 48)

1. Close out invoicing
2. Finalize and deliver remaining documentation, recorded trainings, etc.
3. Granicus will provide a plan to Client for post-implementation support and maintenance.

After **Milestone 4: Training**, Client will be introduced to a Client Success Manager (CSM) who will serve as the primary contact for any issues Client encounters or questions remaining in the first 30 days of solution usage. CSM will educate Client on how best to engage with and access the Granicus Customer Support Team. After the initial 30-day period with the dedicated CSM, the Customer Support Team will be responsible for assisting Client with any issues.

7. Assumptions

This proposal is based upon the assumptions below. If for some reason these assumptions are false, it may result in a scope change and an impact on the proposed project.

7.1. Project Management Assumptions

1. Success of the project is dependent on both Granicus and Client's commitment to collaborating on and performing the tasks and obligations described in this SOW. Granicus assumes that Client will provide reasonable turnaround time (to be mutually agreed upon) on critical decisions, essential information, and approvals that are required to continue with work in progress or that is critical to meeting a deliverable due date. Granicus expects that a decision will be elevated to the appropriate Client management level to make a decision in a timely manner.
2. Client will perform its obligations and render the assistance described in this SOW in a timely manner and in a manner as to adhere to the final schedule. In the event that Granicus is delayed or prevented from performing its obligations, to the extent that the delay is caused by factors beyond the reasonable control of Granicus, including without limitation, the inability of Client to perform its responsibilities (i.e. finalizing the requirements) in a timely manner, Granicus will be entitled to an equitable adjustment in the timetable.
3. Project initiation will occur upon signature of the Agreement by both parties. All dates in this SOW are subject to a mutually agreed upon schedule after execution of the Agreement.

7.2. Technical Assumptions

1. Remote Management: Granicus maintains and monitors the software performance of its solutions. All software patches and Granicus software updates are performed on a determined schedule. Remote support, management, patching, reporting and logging are performed using ScreenConnect. Installation of third party software not specifically approved by Granicus may detrimentally impact the server's performance. In extreme cases, the server may need to be reimaged to restore normal operations; in this case, a reimaging fee may be charged.

2. Video Streaming Technical Requirements: Video streaming typically requires the use of media plug-ins. While the necessary plug-ins will often come pre-installed, Client may need to install or enable plug-ins to watch streaming video. Granicus recommends installing the plug-in if it is available for Client's system. While Granicus recommends certain platforms and Web browsers, many other operating systems and Web browsers can successfully stream videos. For example, Mozilla Firefox and Google Chrome are both known to work on many platforms. Please note that not all features are available to all Web browsers on all platforms.

Recommended Platforms and Browsers:

Platform	Browser
Microsoft Windows (version XP SP2 or newer)	Microsoft Internet Explorer, version 9 or newer
Mac OS X (version 10.5 or newer)	Apple Safari, version 5 or newer
iOS (version 4.2.1 or newer)	--
Android (version 2.2.1 or newer)	--

Please note: performance on Android devices may vary depending on the version, phone manufacturer, and carrier.

3. Software Technical Requirements: The Encoding Appliance and Performance Accelerator are managed through Granicus's hosted software program known as MediaManager. The administration feature in MediaManager is a central hub for preparing and publishing content in Client's Granicus solution. In addition to publishing content, Client can manage user access and view usage reports. MediaManager administration requires use of a system that meets the following specifications:

Computer	Windows-based PC
Recommended Browser	Internet Explorer 9 or newer
Internet Access	Access to Client MediaManager site (<i>clientname.granicus.com</i>)

MediaManager allows system administrators to have granular control over the actions that users are allowed to perform. In addition to meeting the system requirements that are listed above, each user must have been granted access rights to the tools that they wish to use.

4. Hardware Technical Requirements:

a. Performance Accelerator:

- i. Client will provide space for the hardware associated with its solution.
- ii. Client has an intranet and an internet connection.

b. Encoder with Performance Accelerator:

- i. An Internet connection of 1.5 Mbps dedicated or higher (for standard definition) must be

provided for the Encoding Appliance and the Performance Accelerator combined. See chart for additional quality options and required connection speeds.

ii. See SDI Encoder Technical Solutions Guide and/or Granicus Encoding Appliance (Windows 7) Technical Solutions Guide, and Performance Accelerator Technical Solutions Guide for more.

c. VoteCast Display Requirements:

- i. A projector or LCD monitor that is visible to the audience and Client-provided
- ii. Physical space for the VoteCast Display CPU
- iii. The display must have the capability to accept a VGA connection or a Dell display port
- iv. A wired network that supports a connection between the VoteCast Display and the encoder
- v. Power for the VoteCast Display CPU

d. VoteCast Requirements:

- i. Physical space on the desk or meeting table for the voting members to use Android tablets, iPads, and/or computer workstations (i.e., VoteCast voting machines)
- ii. A network port for VoteCast Classic for Surface Pro and Dell CPUs or a wireless network for VoteCast with iLegislate for iPads and/or Android tablets
- iii. A wired network that supports a connection between the VoteCast voting machines and the encoder
- iv. Power for the voting machines

7.3. Scope and Cost Assumptions

1. Both Granicus and Client will follow a Change Order process for handling any work that is not defined in this Scope of Work. The Change Order process is jointly managed by the Granicus and Client Project Managers. All changes must be documented in a Change Log, and approved by both parties prior to work being undertaken.

2. Requested Client changes to the Scope of Work may increase project costs or introduce timeline delays.

7.4. Training Assumptions

1. Client will have appropriate staff members attend and participate in the training sessions as to allow the training sessions to be completed in the time designated in the project plan. It is critical that senior personnel from Client attend all necessary training in that they will be the people that the junior people come to for assistance.

2. Granicus assumes that Client will provide a training facility suitable for those purposes and in a timeframe supported by the project plan.

3. Granicus will train a core group of users onsite. These users will be responsible for educating others within Client organization after formal Granicus training ends (the "train-the-trainer" approach).

GRANICUS, INC. SERVICE LEVEL AGREEMENT

1.1 Up-Time Guarantee. Granicus, Inc. represents and warrants a 99.9% up-time guarantee per month for its hosted services. Granicus, Inc. will provide notification of any system-wide outages within one hour from the time the issue is first recognized by our operations team. Notifications will be posted on status.granicusops.com. Email notifications can be subscribed to from that page.

1.2 Contacting Granicus. The Customer Care staff at Granicus, Inc. may be contacted by the customer via Internet, email, or telephone.

Contact Information

Online (recommended in most cases)	www.granicus.com/createacase
Email (recommended if you do not have Internet access)	customercare@granicus.com
Phone (recommended for urgent issues)	(877) 889-5495 ext. 1

Support Hours (Mountain Time)

Coverage	Hours	Days
Regular Hours	6:00AM – 6:00 PM	Monday - Friday
Urgent After Hours	6:00 PM – 11:00 PM	Monday - Friday
Emergency On Call	6:00 AM – 6:00 PM	Saturday and Sunday

1.3 Maintenance Services/Response Times. Granicus, Inc. maintenance services and response times will be in accord with the levels and response times set forth below:

- (a) Level 1: Emergency. No parts of the Granicus Suite are functional for the customer, and workflow is severely impacted.

Granicus, Inc. will respond to all Level 1 problems within one (1) hour of notification by the customer of occurrence.

- (b) Level 2: Severely Impaired. One or multiple components of the customer's Granicus Solution are not functioning as intended and customer is not able to complete their workflow in any capacity.

Granicus, Inc. will respond to all Level 2 problems within four (4) hours of notification by the customer of occurrence.

- (c) Level 3: Impaired. One or more components of the Granicus Suite is not functioning as intended, or the customer is unable to complete their workflow in a timely manner. Typically, this includes video files not uploading, document template configuration changes, and other time-sensitive issues.

Granicus, Inc. will respond to all Level 3 problems within one (1) business day of notification by the customer of occurrence.

- (d) Level 4: General. Cases that are non-urgent in nature. Customer can perform the necessary duties they need with their suite of Granicus products.

Granicus, Inc. will respond to all Level 4 problems within three (3) business days of notification by the customer of occurrence.

A response by Granicus, Inc. means that a Granicus, Inc. Customer Care engineer will respond directly to the customer via phone or e-mail with an assessment of the issue. Notification shall be the documented time that the customer either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies the customer there is an issue.

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

- 1.5 Penalties. For failure to meet the 99.9% uptime guarantee:

One (1) day of managed service per hour exceeding the allowed downtime per month, not including any downtime as defined in Scheduled Maintenance in Section 1.5.

For failure to respond within the defined service response times:

- Level 1: one day of managed service per hour past the one hour response time required.
- Level 2: one day of managed service per hour past the four hour response time required.
- Level 3: one day of managed service per day past the one day response time required.
- Level 4: one day of managed service per day past the three-day response time required.

Under no circumstances shall the amount of penalty in a given calendar month exceed the total contracted monthly services fee.

- 1.6 Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime, and will only take place between 10:00 PM and 4:00 AM Mountain time on Fridays. The reason for this maintenance window is it allows Granicus staff to continue to monitor and test the production system through the weekend, helping ensure a smooth maintenance deployment. Granicus, Inc. will provide the customer with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus, Inc. will clearly post that the site is down for maintenance and the expected duration of the maintenance. Notifications will be posted on status.granicusops.com and can be subscribed to from that page.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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GRANICUS**

EXHIBIT B

FEE SCHEDULE

Consultant shall provide a schedule of rates and fees which includes all billing amounts and costs as follows (if applicable).

In no event shall the amount billed to City by Contractor for services under this Agreement exceed Two Hundred and Forty Thousand, Nine Hundred and Thirty dollars and no cents (\$240,930.00), subject to budget appropriations.

Upfront One Time Project Cost max	\$ 50,490
36 months' software support max	\$ 168,537
10% project contingency funds	\$ 21,903
subtotal	\$ 240,930

Granicus Pricing Proposal for Santa Clara, CA

SOFTWARE-AS-A-SERVICE			
Name	Qty.	Unit (Monthly)	Total (Monthly)
Government Transparency Suite Live and on-demand streaming and storage	1 Suite	\$650.00	\$650.00
Meeting Efficiency Suite Minute making automation	1 Suite	\$700.00	\$700.00
Legislative Management Suite Complete end-to-end legislative automation solution	1 Suite	\$980.00	\$980.00
VoteCast Standard Package (Tablet) - (ME) In-meeting voting software	1 Package	\$400.00	\$400.00
Upgrade to SDI 720p Streaming	1	\$175.00	\$175.00
Portable Encoder Software OPTIONAL Encode and broadcast meetings on-the-go	1 Unit(s)	\$400.00	\$400.00
Boards and Commissions Manages recruiting and board rosters	1 Package	\$750.00	\$750.00
eComment Remote public engagement	1 Unit(s)	\$200.00	\$200.00
Legistar Add-On Laserfiche Integration	1 Unit(s)	\$100.00	\$100.00
Granicus Encoding Appliance Software - (GT)	1 Package	\$100.00	\$100.00
Total Software Monthly Cost with Portable Encoder:			\$4,455.00
Total Software Monthly Cost without Portable Encoder:			\$4,055.00

Name	Qty.	Unit (Upfront)	Total (Upfront)
HARDWARE UPFRONT			
Granicus SDI Encoding Appliance Hardware	1 Unit(s)	\$3,500.00	\$3,500.00
Portable Encoder Hardware (SDI) - OPTIONAL	1 Unit(s)	\$6,500.00	\$6,500.00
VoteCast Display CPU - (ME)	1 Unit(s)	\$980.00	\$980.00
Shipping - Large Item	1	\$125.00	\$125.00
Shipping - Large Item	1	\$125.00	\$125.00
Shipping - Medium Item	1	\$60.00	\$60.00
TRAINING UPFRONT			
Legistar Admin Training	0.5 Day(s)	\$1,700.00	\$850.00
Training and Workflow Analysis - (ME) (Online)	1.0 Day(s)	\$1,300.00	\$1,300.00
Onsite Training Day - (LM)	3.0 Day(s)	\$1,700.00	\$5,100.00
PROFESSIONAL SERVICES UPFRONT			
Custom Product Upfront	1.0 Hour(s)	\$14,000.00	\$14,000.00
Server Configuration - (ME)	1 Service(s)	\$500.00	\$500.00
Templates Configuration - (ME)	1 Template(s)	\$700.00	\$700.00
Legislative Management - Needs Analysis and Workflow Configuration Services	3.0 Day(s)	\$1,900.00	\$5,700.00
Deployment Services - (LM)	4.5 Day(s)	\$1,700.00	\$7,650.00
VoteCast Display Configuration - (ME)	1 Service(s)	\$1,650.00	\$1,650.00
Encoding Appliance Hardware Configuration - (GT)	1 Service(s)	\$875.00	\$875.00
Portable Encoder Software Installation and Configuration Services	1 Service(s)	\$875.00	\$875.00
Total Upfront Cost with Portable Encoder:			\$50,490.00
Total Upfront Cost without Portable Encoder:			\$43,990.00
PROPOSAL TOTAL COSTS			
Total Upfront Cost with Portable Encoder:			\$50,490.00
Total Upfront Cost without Portable Encoder			\$43,990.00
Total Monthly Cost with Portable Encoder:			\$4,455.00
Total Monthly Cost without Portable Encoder:			\$4,055.00

Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.

Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Upon Granicus Hardware and/or Software delivery, Client will have fifteen (15) days to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

Upon each yearly anniversary of Granicus Hardware and Software delivery as defined above during the initial term of this Agreement, the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by five (5) percent per annum.

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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the

Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara - City Clerk's Office

P.O. Box 100085 - S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRANICUS**

EXHIBIT E

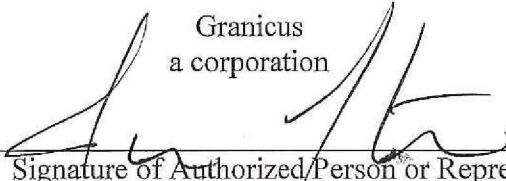
AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Granicus
a corporation

By:  _____
Signature of Authorized Person or Representative

Name: Jason Fletcher

Title: COO

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

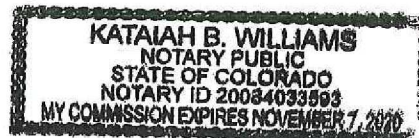
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

State of CO, County of Denver

Signed before me on this 3rd day

of March 22, 2017 by Jason Fletcher
Notary Public Kataiah B. Williams



⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.