

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), dated as of April 8, 2014 (the "Effective Date"), is entered into between Granicus, Inc. ("Granicus"), a California Corporation, and the City of Glendale (the "Client").

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Statement of Work, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. "Managed Services" shall mean the services provided by Granicus to Client as detailed in Exhibit A. "Managed Services Fee" shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to reasonably promptly correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client 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 a third party outside Client's jurisdiction, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

### 3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in the Statement of Work, which is attached hereto as Exhibit A, and incorporated herein by reference. The maximum amount of this Agreement shall not exceed ninety-four thousand five hundred fourteen dollars (\$94,514.00). The parties acknowledge and agree that the total cost described in the preceding sentence includes money for contingencies that may arise during the course of the project, and that the actual total cost may be less than the total cost described in the preceding sentence.

3.2 Granicus, Inc. shall send all invoices to:

Name: Claire Smith  
Title: Management Aide, IT Department  
Address: 6830 N. 57<sup>th</sup> Drive, Glendale, AZ 85301

3.3 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current annualized CPI percentage rate (as found at The Bureau of Labor and Statistics website <http://www.bls.gov>) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.4 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

### 4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right

(but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information attached as Exhibit C.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus 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 Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this Agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for one year after the date hereof. Thereafter, Client will have the option to renew for an additional three (3) terms of one (1) year each.

(a) Granicus acknowledges that Client is a governmental entity, and that Agreement renewal is based upon the availability of funding under the authority of its statutory mandate. In the event that funds are unavailable and not appropriated for the performance of Clients's obligations under this Agreement, then this Agreement shall terminate without penalty to Client thirty (30) days after written notice to Granicus of the unavailability and non-appropriation of funds. It is expressly agreed that Client shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 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 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of this 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, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format as referenced in Exhibit D; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

## 9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality at no additional cost to Client; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement. Additionally, Granicus will provide the Client with Video/Audio files made available through optional media: data CD, external hard drive, or Granicus provided FTP site. A CSV, XML, and/or database file will be included providing clip information, and/or legislative content without an additional charge.

## 10. MISCELLANEOUS.

10.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the

party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

10.2 Governing Law. The laws of the State of Arizona shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

10.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

10.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

10.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

10.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

10.7 Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes § 38-511.

10.8 E-verify. Granicus warrants its compliance with the provisions of Arizona Revised Statutes §§ 23-214(A) and 41-4401.

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This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Statement of Work
- Exhibit B: Support Information
- Exhibit C: Trademark Information
- Exhibit D: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

**GRANICUS, INC.**

By:   
Tom Spengler  
Its: Chief Executive Officer

Address: 600 Harrison St, Suite 120  
San Francisco, CA 94107

Date: 03/27/2014

**CITY OF GLENDALE**

By:   
Name: Brenda S. Fischer  
Its: City Manager

Address: 5850 West Glendale Avenue  
Glendale, Arizona 85301

Date: 4/9/14

**ATTEST:**  
  
City Clerk

Approved as to form

  
City Attorney

**EXHIBIT A**

**STATEMENT OF WORK**

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# CITY OF GLENDALE, AZ

## Scope of Work Proposal

DOCUMENT VERSION 6.4

(CONFIDENTIAL)

March 7, 2014

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## **1. Purpose and Usage**

The City of Glendale (“Client”) has selected Granicus, Inc.’s (“Granicus”) Legislative Management Suite as the platform for automating the legislative workflow process. It will have a citywide impact as it will be used to streamline all the steps needed to create legislation, from the initial departmental drafting stage through the various phases of review, edit, approval, and final adoption. Granicus is pleased to provide the following estimate for its software and the professional services related to the use of its software for the Client.

The purpose of this document is to define the goals, scope, specific deliverables, and timelines associated with the delivery of the SaaS application software and implementation services by Granicus. This document is used by Granicus to provide service estimates applicable to the current stage of a project.

The content of this document is subject to review and revision by both Granicus and the Client. After this Scope of Work has been mutually reviewed and agreed to by both Granicus and the Client, it will be attached to a services agreement and delivered to the Client for final review and execution.

Once executed by both Granicus and the Client, the Granicus project management and deployment team will contact the Client project team to discuss project logistics and potential start dates and timelines. Once a project start date has been determined, resources will be assigned and scheduled to begin the delivery of the services described in this proposal.

## **2. Assumptions**

This proposal is based upon the below assumptions being true and accurate. If for some reason these assumptions prove false, it may result in a scope change and an impact on the proposed project cost and timeline for delivery. The assumptions and time estimates are based on similar projects to the Client’s known requirements. The time estimates are for initial pricing and project planning, as this is a fixed fee proposal and services to complete the deliverables as defined are included.

### **2.1 Global Assumptions**

1. The public-facing portal, named InSite, for citizens and other Client employees who wish to research or review legislation will be configured with certain elements from the Client’s website. Granicus will do this configuration as part of the setup.

## 2.2 Project Management Assumptions

1. Project initiation will occur upon signature of the services agreement by both parties. All dates in this Scope of Work are subject to a mutually agreed upon schedule after execution of the services agreement.
2. Granicus will provide regular status reports to the Client Project Manager.

## 2.3 Staffing Assumptions

Below is an outline of the key project team members for a successful Legislative Management Suite implementation. The goal is for the Client to build a successful project team and for all involved to understand the project plan and scope so realistic expectations are set from the start. Prior to any training, Granicus will work with Client staff to create and deliver user profiles, user groups, and training documentation to ensure that the training instruction is as effective as possible for each role.

### Key Granicus Team Members

1. Granicus has assigned Alvaro Marroquin as the project manager for this effort. The escalation process in the event of the project manager's inability to respond to Client needs will be directly to Granicus' Vice President of Operations, Sherif Agib.
2. Granicus will assign the following team to the Client implementation. The Granicus Project Manager must communicate any change in the membership of this team to the Client in advance.
  - a. Business Analyst: Ginger Hall
  - b. Account Manager: Chris Voorhees
  - c. Design Team: Doga Tuncay and Elliot Orona
  - d. Resource Coordinator: Sanchit Chhabra
  - e. Solution Validation Engineer: Mike Kelly
  - f. Product Trainer: To be determined.

The Granicus Project Manager and the Client's Project Manager will facilitate and coordinate all activities and communications between the Granicus team and the Client team. Granicus representatives may contact Client participants directly regarding project issues, as warranted and approved by the Project Managers.

### Key Client Team Members

It is important for the Client to create a solid project team for a successful Legislative Management implementation. Below are the recommended project team members:

1. **Project Manager**: The Project Manager should be someone who manages the Client team's performance of project tasks and secures acceptance and approval of deliverables from the Client stakeholders. The Project

Manager is responsible for communication, including status reporting, risk management, escalation of issues, and, in general, making sure the project is delivered on schedule and within scope. The Project Manager's responsibilities will also include, but not be limited to:

- a. Collaboration with Granicus resources on the project schedule deliverables;
- b. Coordination with key stakeholders, representatives, and decision makers;
- c. Facilitation of timely decision-making and resolution of issues; and
- d. Coordination of Client resources for decision-making, project management, testing, training, etc.

2. **System Administrator:** The System Administrator should be a person who is closely involved with the legislative process: from the approval process of legislation to the creation of minutes. This should consider him or herself computer savvy. The System Administrator is responsible for maintaining the administration tables in Legislative Management. The System Administrator's responsibilities will also include, but not be limited to:
  - a. Collaboration with Granicus resources on the project schedule deliverables; and
  - b. Coordination with key stakeholders, representatives, and decision makers.
3. **IT Lead:** The IT Lead works closely with the Project Manager to ensure that Legislative Management is deployed properly and helps solve IT issues that might arise.
4. **Clerk:** It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of your 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.
5. **Committee Representative:** The Committee Representative will be the expert on the committee process of agenda and minutes creation.
6. **Backup System Administrator:** This Backup System Administrator will serve as the backup to the Project Manager/System Administrator and preferably has a solid understanding of the legislative process of your jurisdiction—from the approval process of legislation to the creation of minutes—as well as a good level of technological skills.
7. **Video Indexer:** Should your solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be the Clerk's staff or a member of the A/V team depending on your unique workflow.

## 2.4 Scope and Cost Assumptions

1. Both Granicus and the 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 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 deliverable template may increase project costs or introduce timeline delays.

### 3. Business Objectives

The business objectives to be achieved by this project are as follows:

1. Streamline business process and workflow throughout the legislation process: from drafting through adoption and filing.
2. Perform tasks associated with legislation drafting, review, approval, and filing process electronically.
3. Automate the agenda management process.
4. Provide historical tracking and reporting on all legislation initiated in the new system.
5. Substantially reduce hardcopy printing of documents related to legislation proposals.
6. Provide training for all stakeholders through a “train-the-trainer” concept.
7. Implement a redundant, robust system with a recovery and/or failover plan.
8. Provide a public interface for legislation-related information.

### 4. Project Phases

Project deliverables are defined according to the project phase. The project will be broken into the following primary phases:

1. **Pre-Deployment Activity:** Granicus works with the Client to gather general technical information and analyzes existing technology set-up to ensure that the proposed project meets all requirements necessary to delivering a successful Granicus solution.
  - a. Solution Validation Conference Call
  - b. Delivery and acceptance of pre-requisite form
  - c. Delivery and reception of Granicus User List
  - d. Assessment of existing document design by Granicus
2. **Deployment Phase and Project Kick-off:** Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles.
  - a. Key project stakeholders from the Client side will be required to attend this call.

- b. Project timeline will be delivered (within 48 hours).
- 3. **Legistar Database and InSite Page Creation:** The Granicus IT Team will create an instance of the Legistar database and a public-facing InSite page.
- 4. **Needs Discovery and Analysis and System Configurations:** The Business Analyst will conduct needs analysis meetings with Client users to review, refine, and confirm requirements for the business processes defined under the Scope of Work. During each call, the database will be configured to reflect Client workflows and processes. The five needs analysis calls (NACs) are organized as follows:
  - a. Legislative Files, Tabs, and Fields
  - b. Approval Tracking System (ATS)
  - c. Agendas
  - d. Minutes
  - e. System Security and ATS Review
- 5. **Final Validation/Deployment Completed:** This milestone is the final point of sign-off for any last-minute changes or approval by multiple stakeholders that the project requires. By this stage, the solution will be fully operational.
- 6. **Training:** The assigned Product Trainer will work with Client on full product training, including: agenda preparation, drafting, approval, publishing to InSite, live meeting workflow, video editing, and minutes processing, generating, and publishing.
- 7. **Roll Out Period: Parallel Operations Commence:** This is a two-week period during which the Client will begin using Legistar concurrently with its previous process for agenda preparation.
- 8. **Live Operations Begin/Scope of Work Completed:** In this final stage of the implementation, the Client will begin using its solution in production mode. Information on how to access Granicus support documents and staff will be provided.

## 5. Scope of Work

### 5.1 In Scope

- 1. Installation of the software system in to one (1) production environment.
- 2. Configuration and support for two (2) meeting bodies. The standard implementation plan includes training for one primary legislative meeting body (i.e., Council, Board of Education, etc.) and one additional meeting body (e.g., Planning and Zoning). If the client has multiple meeting bodies that follow the same workflow and that use the same agenda/minutes format, they are considered one additional meeting body.

3. Automation of the following business processes to support a streamlined workflow, with modifications to achieve the best practices as necessary:
  - a. Legislation Drafting and Submission: departments or Council initiates legislation
  - b. Legislation Review and Approval: draft legislation delivered to departments for review
  - c. Introduction and Referral Process: legislation introduces to Full Council
  - d. Agenda Management: creating Council agendas and providing supporting material. Manage status of agenda items (i.e., withdrawal, held, etc.) through full Council meeting process.
  - e. Amendment: occurs at every point of the legislative process
  - f. Bill Closeout: record approval and filing, assign enactment number
4. Conversion to electronic submission, tracking, review, and approval with full version control at each phase.
5. Electronic legislative history tracking and reporting: ability to research previous legislation created within the system and report on it. The complete list of Legistar reports can be found by following the link below.
  - a. Granicus provides a selection of standard reports for different purposes. Granicus will deliver these reports as part of the functionality of the system. Utilization of any or all of these reports is at the Client's discretion:  
 The list of default reports can be viewed here:  
[https://na13.salesforce.com/sfc/p/300000000cWx/a/a000000005BmQ/bPWw1UugpnSkL\\_wxEYImtxATMlzi1kMD98pOrQCf9KA=](https://na13.salesforce.com/sfc/p/300000000cWx/a/a000000005BmQ/bPWw1UugpnSkL_wxEYImtxATMlzi1kMD98pOrQCf9KA=)
  - b. It is the Client's responsibility to submit any formatting changes to Granicus after the NAC process for each report that it plans on using. Formatting changes include: font changes, placement of certain fields, justification, and visibility of certain fields on a given report.
  - c. Any requests requiring changes to the core application code ("core code changes") are considered to be custom reports and are considered to be out of scope.
6. Development of multiple workflows that can be used concurrently, allowing unique departmental processes to be tracked electronically.
  - a. Granicus will review the approval tracking sequences with the Client on Needs Analysis Call #2 and configure up to twenty (20) complete sequences.
  - b. Should the Client require more than twenty (20) approval tracking sequences, the Client project team is responsible for setting up the additional sequences.
7. Creation of central legislation repository.

8. Training for stakeholders: technical and business.
9. Access and delivery to reference and support materials and documentation.
10. Public interface for accessing and/or requesting legislation-related information (supporting transparency). Integration with existing Granicus content and new InSite portal.
11. Issue support for user acceptance testing.
12. Preparation for Go-Live event.
13. Go-Live support.
14. Integration and validation with existing Granicus solution.
15. API Integrations.
  - a. 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.
  - b. Granicus will deliver access to its APIs, as well as any existing documentation, to the Client upon request.

## **5.2 Out of Scope**

This section captures the most common out-of-scope scenarios that Granicus encounters during the lifecycle of any given project. This list is not comprehensive and any work not clearly defined in the project scope above may be considered out-of-scope at Granicus' discretion. Granicus remains dedicated to Client success and satisfaction with their Granicus solution and welcomes discussions with the Client on how best to achieve any out-of-scope requests. Granicus will not engage in any out-of-scope work without prior written approval from the Client.

1. Data conversion and migration of historical data into Granicus.
  - a. A data conversion/migration is defined as a service whereby the Client requests Granicus to move, convert, upload, or otherwise "make available" any data not originally generated by a product to appear or be utilized in a Granicus product.
  - b. Common scenarios include (but not limited to):
    - i. Moving previous video data captured by another system or process into Granicus software
    - ii. Moving previous agenda, minutes, legislation documents or data into Granicus software.
  - c. Any potential data migrations are considered out-of-scope and require additional assessment, as well as a separate project scope.
  - d. Data migrations are billed by a combination of flat fees, as well as the current professional services rate of two hundred dollars (\$200) per hour.

2. 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; or
    - ii. Having data that displays on one type of report display on another.
  - c. In general, modifications to formatting (font, size, justifications), or hiding or moving certain data elements on a single report, are not considered custom reports, and are thus considered 'in-scope'.
  - d. The creation of any custom reports requires a separate assessment and project scope.
  - e. Billing for custom reports is assessed on an hourly basis at the current professional services rate of two hundred dollars (\$200) per hour.
3. 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 of two hundred dollars (\$200) per hour.
4. Product changes or enhancements.
  - a. If the Client wishes to make a feature or produce change request, it may do so at any time through its Granicus Account Manager, Granicus Client Care, or its Granicus Project Manager. Granicus, at its sole discretion, will then choose whether or not to implement any given product request.
  - b. Any accepted feature request will be implemented within a manner, timeline, and fashion that are purely at Granicus' discretion.

- c. Any product change or enhancement not currently existing or not explicitly listed in the project scope above at the time this Scope of Work is executed is considered out-of-scope.

## **6. Project Deliverables**

### **6.1 Description of Deliverables**

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are managed automatically—approvers are notified when it's their turn to review. The Client can seamlessly export agenda data to the Granicus iLegislate (iPad) to view published agendas and support documents, take notes and more through the iLegislate application. The Client can capture all meeting actions after the meeting into the public record. Also, the Client is able to organize and store electronic documents of most file formats in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows the Client to track legislation from inception through approvals and actions taken by all acting bodies. The feature list includes:

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Document organization, storage and retrieval
- Continuous legislative workflow
- Legislative data tracking and search

#### **6.1.1 Key Benefits**

##### **Intuitive User Interface**

The Legislative Management Suite provides an intuitive and automated methodology for managing legislative information. The home screen displays the appropriate tools based upon that individual's security permissions, the most recent agendas, minutes, and legislative files that the user has been working on as well as any items pending their approval. This main menu provides immediate access to general reports and statistical data as well as instant search features and reporting on search results.

##### **Easy-to-Use Help Functionality**

Granicus provides comprehensive online help features at all screen levels that is logically organized and easy to use. Help information dynamically displays topics related to the current function the user is working on and allows the user to do general searching for help information.

Users can find topics from the tree menu or keyword search and find “how to” instructions on all functions. The “Help” key provides categories including topics specific to the form or function they are using, technical support for error message capture, the ability to submit a new feature request (Wish List), and other help functionality. “Help” consists of both tutorial assistance and helpful tips that have primarily been provided by other Granicus users.

### 6.1.2 Legislative File Assembly

#### **Create a Legislative Item**

Legislative files are used to build all documents assembled and published through the system (agenda items, resolutions, minutes, etc.).

The system generates a unique ID tracking number for each new legislative file. Separate, automatic numbering may also be used for enacted ordinances, resolutions, general file numbering, or the operator may enter a unique identifier. The Client can define the numbering syntax to match its current numbering style.

Legislative files may include:

- File Type and current File Status
- File Number and/or separate Legislative ID
- Introduction, Final Action and Variable Dates
- Associating Costs of Matter
- Controlling Committee
- Legislative Sponsor or Author (one or more)
- Requesting Department/Organization
- Variable User Defined Data and Date Fields
- File Name and Description (variable length)
- Indexed Keywords (one or more)

All data fields are automatically indexed by the system and may be used individually or in combination with other fields for fast information retrieval. With dynamic entries, search is easy. Users can instantly search all text fields for a name, term or other identifier in one step. Granicus creates and maintains a dynamic link between the legislative tracking data described above and the text for each action file. Commonly used search criteria can be saved for each user. The text of each legislative file may include the title, an analysis or summary, the body of the document, a fiscal note, staff recommendations, suggested motions, and any other supplementary notes and background information.

#### **Draft a Legislative File**

The Granicus system includes a complete file-text-drafting tool set that allows the Client to store and use any number of different templates. The drafting editor includes a complete set of drafting tool including predefined boilerplates available for a specific file type. Additionally, a user can draft a new agenda item based on text from a different file altogether (e.g., a similar past file, an outside Word file, or other imported text). Other standard features include file version control, user definable data fields, spell checking, and more. The drafting toolset includes:

- Any number of predefined drafting templates
- Text File import for outside documents
- User-defined library of pre-defined text sections for commonly required legal definitions and more
- Spellcheck library with user defined exception dictionary
- Active common phrase library for repetitive sentences, descriptions and more
- Auto-save and section recognition function to automatically populate the Agenda Title and other appropriate sections
- Version control management including saving Word Track Changes edited versions
- Option to include plain text or text attributes (i.e., underline, strike-thru, font color, etc.) in published agendas

Additionally, the Client can define certain required fields that must be completed in order to process the request, such as a dollar amount. This control not only facilitates the pre-introduction review steps but also helps reduce any redirects associated with missing or incorrectly drafted information.

#### **Drafting Tools: System-Based and MS Word**

The Client has the option of using a simple text or Microsoft Word editor and may switch between either at any time. In most cases, the Client may use its existing Word templates for consistency and easy transitioning. Either text editor option will provide staff with approved text or word processing templates. In addition to managing any number of different file types, the Client can define different Word templates for each file subtype. Files may also be drafted outside the system in any other Word Processor software and saved and imported in .rtf or .txt format.

### **6.1.3 Smart Calendar Management**

#### **Overview**

The Legislative Management Suite will give the Client the ability to schedule, store, and track all dates, times, and locations of its meetings. The Client can schedule as far into the future as needed and publish all dates to their public legislative portal. This feature also allows users to manage items and automatically includes them on the appropriate agenda without having to

predefine agenda dates for all meeting bodies. The unique Smart Calendar feature makes certain that items are never lost or forgotten and are always acted on by the appropriate body.

### **Preparing Agenda Items Based on Dates/Schedules**

The system will automatically place an item on the appropriate meeting body's calendar based on the controlling body and the status of the item. This feature gives users flexibility in managing item placement as well as guaranteeing that items will be acted on and never misplaced. When assigned, file agenda dates are color coded to provide a quick visual reference that indicates past, present or future agenda assignment dates.

The calendar function provides three options for placing an item on an agenda:

- 1) The requestor may open the calendar icon and select a specific date, if known;
- 2) The requestor may enter a general date and the system will automatically place the item on the next appropriate meeting agenda on or after that date; or
- 3) The requestor may leave the agenda date field blank and the system will automatically place the item on the next appropriate meeting agenda once all the approval criteria is met.

An item will not be placed on the agenda unless the appropriate approvals have been logged or until an authorized individual sets the status another defined item.

### **Calendar Publication**

End users will have immediate access to a dynamic calendar of all meetings or other scheduled meetings and events. Staff, board/committee members, and citizens can view schedules along with agendas and minutes through an Internet browser.

The fully integrated calendar uses a dynamic link to the meeting records stored in the Granicus system. Simply add a new meeting, and the scheduled event automatically appears in the online meeting calendar for the correct date. Users can search available data, sort the calendar by a particular meeting body, and view events for a particular day, month or an entire year. All related public file information is automatically included and dynamically linked to the agenda record in this single online screen form. Staff and citizens can drill down to information such as individual files, attachments, related files, sponsors, previous actions, and vote information.

#### **6.1.4 Automated Agenda Assembly**

##### **Customize Agendas for Each Meeting Body**

The Legislative Management System includes the ability to automatically generate and format unlimited agendas for any meeting body including the board, committees, commissions, and departmental agendas. The entire agenda

assembly methodology is identified and defined by the Client's current workflow during implementation. The system will automatically gather and compile the appropriate data for each meeting body's agenda.

### **Various Agenda Templates**

The Client can define different agenda formats (header, agenda sections, etc.) for each group creating an agenda. A formal agenda with a cover page, numerous section headings and numbered items can be created for the Full Council.

### **Paperless Agenda Application for the Apple iPad®**

Allows staff and elected members to review paperless agendas, supporting documents and take personal notes all through an iPad.

### **6.1.5 Legislative Task and Activity Tracking**

In addition to the agenda item approval tracking, the Granicus system tracks the path of each ordinance, resolution, and other legislation with a series of historical records marking the life of the issue through the legislative process. Each historical record can be described by legislative actions: referrals, responses on a referral, reasons that an action was taken, or any discussions or background information that led up to that action.

For each tracked agenda item, the system captures the following data in the historical record:

- Meeting body or department taking the action
- Action taken and date verbatim action notation and full minutes text
- Version of the text file that was current when the action was taken
- Target of the action (e.g., to whom a referral is being sent)
- Date returned (used for referrals)
- Due date, if any (used for referrals)
- Mover, seconder, and individual votes

Individual routing entries, version changes, referrals to departments, final approvals and other file events are automatically captured by the system and can be queried, displayed and included in appropriate reports.

### **6.1.6 Online, Legislative Portal and Public Access**

#### **Standard Website Integration**

The Legislative Management Suite offers a standard research portal for legislative information that incorporates elements the look and feel of the Client's branded website and is open to the public. Publishing public records to an easy-to-navigate page can significantly reduce public information requests as well as costs associated with copying and printing.

This public facing portal provides a complete browser-based solution for organizing, searching, printing and otherwise accessing public information. No additional work is required by the Clerk's office, IT or other departments to maintain the page, significantly reducing the administrative burden of updating public information and responding to information requests.

The legislative web portal includes the following features:

- **Legislation Research:** Allow staff and public users to access legislative file information and reports through the Internet. All publicly available legislative files, supporting documents and attachments, important dates, and more can be accessed online at any time.
- **Meetings and Events Calendar:** Provide public access to a dynamic calendar of all Board, committee or other scheduled meetings and events. Staff, board members, and citizens can view schedules, agendas and minutes through an Internet browser. Users can search available data, sort the calendar by a particular meeting body, and view events for a particular day, month or an entire year. Plus, the PDF Server automatically converts Excel, Word, MS Office documents, and other file attachments to PDF documents.
- **Departments and People:** The Departments and People tab allows constituents to search, view or contact council, committee and other elected and/or appointed members through your website. Staff, board members and citizens can view Client representation information, open positions, terms of office, vacancies, and more. As you add or change office membership or personal information, updates automatically appear on your public legislative portal under the Departments and People tab.
- **Vacancy Tracking and Online Applications:** Display vacant positions for all meeting bodies. Staff, citizens, or other interested parties can download a Client-defined application form, apply for a position online, and attach a resume or application form with a signature. Legistar includes the ability to track and display vacancies of a department's open public positions. The system can provide open vacancy position reports on demand and allow people to download an application. Users can also subscribe via RSS feeds and monitor when a position opens. Basic vacancy reporting features can be expanded further with the comprehensive Granicus Boards and Commissions Module (an optional component).
- **Streaming Video or Audio:** Many Client agencies now maintain digital video or audio recordings of their public meetings. Take recordings a step further and provide the public with a recording indexed to an agenda or minutes record.

#### 6.1.7 Records Request and Research

The legislative portal can be used as a query-only tool. It is available 24/7 through the website and is easy to use, even for non-technical users or researchers. In addition to being able to view agendas and minutes, each legislative item is hyperlinked to the most current details of that item including the complete text, history, current status, and supporting documents.

### **Public and Private Access**

The Client has some flexibility in configuring the public portal's appearance. Configurations include the website header, graphics, skins, and messages that incorporate elements of the look and feel of the Client website. The legislative portal is accessible through an Internet browser and is intuitive and flexible. The public can access, search, track and share public data through this page. Authorized Client staff members may have extended functionality through a secure personal login. Authorized users have the ability to add attachments to a meeting agenda record including approved minutes of the previous meeting to the current meeting.

### **6.1.8 Search Legislation and Subscribe to Online Notifications**

The public legislative portal includes a number of intuitive search and communications tools that allow users to be notified when information of interest is published. Users can also provide feedback to representatives or share search results over social networking sites. Subscription and share features include:

- **RSS:** Staff and citizens can subscribe to content get real-time updates on items of interest.
- **Social Bookmarking:** Social bookmarking allows users to store, organize, search, and manage agenda bookmarks. Our customized web portal allows users to save web page links that they want to keep and/or share. These bookmarks can be saved privately, shared only with specified people or groups, shared inside certain networks, or another combination of domains.
- **Advanced Search:** Granicus provides advanced search capabilities. It allows you to search all legislative data, including meeting videos, if available. Filter searches by date, item status, department or meeting body, and more. Results take the user to the specific record or the point in the meeting video when the searched topic was discussed. The search engine allows users to perform an unlimited number of search parameters at the same time and do complex inquiries in a single pass. These search qualities are available both internally for staff and to the public via your online legislative research portal.

### **6.1.9 System Reports**

Reports are automatically generated based on the data entered into the system. Once data has been added, the system uses its built-in sort and formatting routines, defined by the documents they are intended to produce, to abstract the correct information and produce all requested documents in specific formats: Agendas, Certifications, Notices, and Minutes. Some standard report types are listed below. The operator may also specify the printing of any subset(s) of pages of a report, rather than the entire report.

- Hearing Notices
- Agenda Report

- Matters Introduced
- Meeting Attendance
- Meeting Calendar
- Pending Items List
- Subject Matter Index
- Voting Record
- Mailing Labels
- Minutes Report
- Meeting Referral Notice
- Agenda Item Reports
- Matter Summary
- Item Master
- Certified Copy
- Signature Copy

These and other system generated reports may be previewed, directed to a printer, saved to a local directory or, exported in PDF or HTML format for later use or transmission to other departments via electronic mail or media transfer. In addition, a number of table and status reports are included with the system and can be generated on demand by system users.

#### **6.1.10 Automated Minutes Annotation**

The minutes feature within the Legislative Management Suite was designed by clerks to significantly reduce the time it takes to create and publish minutes. All actions, votes, and notes can be captured for a round-trip workflow. Staff can publish draft minutes to the organization's website within minutes of a meeting's adjournment. Plus, the system can reassign agenda items to the appropriate department based on the actions taken during a meeting.

## **7. Project Deliverables Review and Approval**

All deliverables must be signed off on, as per original agreement of the project plan, by the Client System Administrator and the Client Project Manager before they will be considered complete and final. Sign-off is defined as the delivery of written or electronic approval and acceptance of the deliverables. The Client System Administrator and Client Project Manager will manage the internal testing and review process to ensure completion with the internal project team.

## **8. Payment Schedule**

Client acknowledges that the services estimated are based solely on the information provided to Granicus and referenced in the above project areas. Professional Service fees include setup, configuration, and training. Recurring Managed Service fees include regular upgrades and ongoing maintenance.

Payment is to be made based upon Milestone Events as detailed in Section 9.



### 9. General Project Timeline, Associated Tasks, and Payment Milestones

The milestones, tasks, and time estimates below are based on projects similar to the Client's known requirements. The time estimates are for initial pricing and project planning only. Payment milestones are based on prior communication and agreement with the Client.

#	Milestone (in bold) or Task Name	Resource(s)	Description	Duration
1	<b>Pre-deployment Activity Phase</b>	<b>Client, Granicus</b>	<b>Tasks completed before official project initiation to ensure smooth and successful project deployment.</b>	<b>6 days</b>
2	Agenda/Minutes Documents Sent for Assessment	Client	The purpose of the Granicus document assessment process is to deliver the best possible automated workflow solution to the Client. After the submission of current agenda and minutes documents to the Granicus Account Manager 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 the solution.	1 day
3	Document Assessment	Granicus	During the assessment process, the Granicus Design Team will identify key document information and review the general capabilities of Client documents and workflow. Any recommendations on how to increase the efficiency of the workflow will be submitted to Client PM for Client approval.	4 days

4	Review Document Recommendations	Client	<p>Based on the information communicated during the previous step, the Client PM will review and provide written approval of the assessment, along with any changes, by email to the Account Manager.</p> <p>If there are any questions or concerns, Granicus designers are always available to discuss possible solutions. Any design changes that are not part of the original scope of work may be subject to a professional services charge.</p>	3 days
5	Document Assessment Complete	Granicus	<p>Upon the receipt of written acceptance of the document assessment by Client PM, the document assessment process is complete and any changes will be implemented.</p>	0-7 days
6	Send Technical Prerequisite Forms	Granicus	<p>Granicus Account Manager will send the Client PM two forms: a User List Form and a Technical Information Gathering Form. These forms are used to pre-populate the Client database with user information and to gather general technical information that is crucial to ensuring a smooth and correct installation of the Granicus Solution. These are sent during the solution validation phase and are to be completed by the Solution Validation Call.</p>	1 day

7	Send Technical Solutions Guide: Legistar	Granicus	Granicus PM will email the technical solutions guide for Legistar. The guide details all system pre-requisites and security requirements for installing the Legistar client on the Client's network environment.	1 day
8	Complete Technical Prerequisite Forms	Client	Client Team will fill out and electronically submit the forms delivered in Task 6. The forms should only take about a half-hour to complete.	4 days
9	Solution Validation Call	Client, Granicus	The Solution Validation Call is the opportunity to discuss Client 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. At a minimum, the Client PM, Client System Administrator, and Client IT Lead should participate in the call.	1 day
10	Service Agreement Executed	Client, Granicus	<b>Joint execution of service agreement by legal representatives is required before the project can proceed.</b>	1 day
11	Billing Milestone 1	Client, Granicus	<b>Granicus will invoice and Client agrees to pay the first of the agreed-upon fees in the amount of four thousand, four hundred dollars, and zero cents (\$4,400.00).</b>	
12	Deployment Phase	Client, Granicus	<b>The majority of software installation and configuration occurs during the Deployment Phase.</b>	<b>66.5 days</b>
13	Schedule Project Kickoff Call	Granicus	Granicus Resource Coordinator will reach out to Client PM to schedule the Project Kickoff Call (see below).	.25 days
14	Email Kickoff Call Agenda and related material	Granicus	Granicus Resource Coordinator will email the Client Project Manager the Kickoff Call agenda and all related documentation in preparation for the Kickoff Call.	1 day

15	Create Legistar Database & InSite Page	Granicus	<ul style="list-style-type: none"> <li>I. Granicus PM will create one (1) production instance of the Legistar database and an InSite page.</li> <li>II. Granicus PM will provide Client PM with a specific URL and general login information to access the database and the InSite page.</li> <li>III. Granicus PM will upload the user information collected in Task 8.</li> </ul>	10 days
16	Create Legistar Implementation Group User Accounts	Granicus	Granicus PM will create and email the Client System Administrator the user accounts for implementation group.	2 days
17	Project Kickoff Call	Client, Granicus	<p>The primary goal of the Kickoff Call is to bring all project stakeholders together and establish the timeline for all related project milestones. In addition, it is the official transition from the Sales team to the Implementation team. The Granicus Project Manager will lead the call after the proper introductions have occurred. All project stakeholders should participate in the Kickoff Call.</p> <p>The outline below covers a high-level overview for the call. The Granicus Resource Coordinator will provide a complete agenda for the Kickoff Call in advance.</p> <ul style="list-style-type: none"> <li>I. Client and Granicus Team Introductions</li> <li>II. Review solution details</li> <li>III. Identify/solidify Client resources <ul style="list-style-type: none"> <li>a) Desktop Support</li> <li>b) Security/Network</li> <li>c) Server Setup</li> <li>d) Audio and Video Specialist</li> </ul> </li> </ul>	1 day

IV. Present outline of project plan, both milestones and tasks

V. Set appropriate dates for project plan with all stake holders for all relevant project milestones

Legistar

- Needs Analysis Call #1: Legislative Files
- Needs Analysis Call #2: Approval Tracking System
- Needs Analysis Call #3: Agendas
- Needs Analysis Call #4: Minutes
- Needs Analysis Call #5: Security
- Workflow Review Call
- Administration Training Online Session #1
- Administration Training Online Session #2
- Administration Training Online Session #3
- Onsite Training Day #1
- Onsite Training Day #2
- Onsite Training Day #3
- Onsite Training Day #4
- Onsite Training Day #5
- Parallel Operations Begin
- Legistar Go-Live Date

			<p><u>Streaming Component</u></p> <ul style="list-style-type: none"> <li>• Schedule Upgrade Window</li> </ul> <p><u>Design</u></p> <ul style="list-style-type: none"> <li>• Public-facing Components Review</li> </ul> <p>VI. Schedule weekly check-in call between Granicus Project Manager and Client Project Manager.</p>	
18	Email Training Plan and Agendas	Granicus	The Granicus Trainer will follow up the training discussion on the Kickoff Call with an email to the Client PM detailing the proposed training plan and agenda.	
19	Confirm Legistar Prerequisites and Client's environment	Client	This is the date the Client IT Lead confirms that all workstations and network requirements, as provided in Task 7, have been met in preparation for the installation of the Legistar client.	5 Days
20	Email Legistar Installer	Granicus	Granicus will email Client's IT Lead the Legistar MSI.	5 Days
21	Install and Validate Legistar	Client	The Client IT Lead will install and validate the client installation of Legistar on all core team's workstations.	5-10 Days
22	Email Link to "Creating Legistar Accounts" Article	Granicus	Granicus PM will email the Client System Administrator instructions for creating groups and accounts in Legistar.	1 Day

23	Create Additional Legistar Groups and User Accounts	Client	The Client System Administrator is responsible for creating additional accounts as needed for all other Legistar users.	5 Days
24	Confirm Access to Legistar by Core Implementation Team	Client	Client System Administrator will confirm that the core group can log into Legistar in preparation for NAC #1.	2 Days
25	Email iLegislate Installation Instructions and User guide	Granicus	Granicus PM will email Client's IT Lead all iLegislate material.	1 Day
26	Email Link to "Creating MediaManager Groups and User Accounts" Article	Granicus	Granicus PM will email the Client's System Administrator instructions for creating MediaManager groups and accounts.	1 Day
27	Create iLegislate MediaManager Group and User Accounts	Client	The Client System Administrator is responsible for creating additional accounts as needed for all other Legistar users.	5 Days
28	Confirm iLegislate Installation	Client	Client IT Lead will install and confirm iLegislate on all pertinent iPads.	10 Days
29	Complete Public-facing Components Design Call	Client, Granicus	This call's purpose is to finalize all design aspects of InSite portal. Client PM, Granicus Design, and Granicus PM are required attendees on this call. Other stakeholder attendees will be determined and communicated with in advance.	1 Day
30	Complete InSite Design Work	Granicus	This is the date when InSite's design will be delivered to the Client's Webmaster for approval	10 Days

31	Review Encoding formats with Audio and Video Team	Client, Granicus	Granicus PM and Client's A/V team will work together to confirm the following parameters for the streaming component: I. Aspect Ratio II. Bit Rate III. Encoding Format	1 Day
32	Deliver Technical Requirements for LiveManager Upgrade	Granicus	Granicus PM will provide a document detailing the technical requirements for the new version of LiveManager to Client IT Lead.	1 Day
33	Identify LiveManager Workstations	Client	The Client's IT Lead will identify all existing LiveManager workstations and prepare them for the LiveManager upgrade.	3 Days
34	Identify and Schedule Streaming Component Upgrade Window	Client, Granicus	Granicus PM and Client PM will identify a 48-hour window when the streaming component can be upgraded to the latest version of Granicus streaming software.	1 Day
35	Confirm Remote Access to Encoding Appliance Glendale Channel 11 172.19.2.12s	Granicus	Granicus PM will confirm remote access to the server in preparation for the software update.	1 Day
36	Confirm Remote Access to Performance Accelerator (Server Side) Glendaleaz-02 10.1.1.74	Granicus	Granicus PM will confirm remote access to the server in preparation for the software update. <i>Note: This may not be required depending on the encoding format (WMV vs. H.264).</i>	1 Day

37	Complete software update for Encoding Appliance (Server Side) Glendale Channel 11 172.19.2.12	Granicus	Granicus PM will complete a server-side update to the streaming component: <ul style="list-style-type: none"> <li>• Currently Installed version 3.6.6</li> <li>• Version to be Installed 3.6.8</li> </ul>	1 Day
38	Complete software update Performance Accelerator (Server Side) Glendaleaz-02 10.1.1.74	Granicus	Granicus PM will complete a server-side update to the Performance Accelerator server: <ul style="list-style-type: none"> <li>• Currently installed versions <ul style="list-style-type: none"> <li>o MediaVault 3.5.4</li> <li>o StreamReplicator 2.1.0.2</li> </ul> </li> <li>• Version to be installed: Performance Accelerator 3.6.0</li> </ul> <p><i>Note: This may not be required depending on the encoding format (WMV vs. H.264).</i></p>	1 day
39	Confirm LiveManager Upgrade	Client	The Client's IT Lead will conduct the upgrade to LiveManager: <ul style="list-style-type: none"> <li>• Currently installed version of LiveManager: 3.6.6</li> <li>• Version to be installed: 3.6.8</li> </ul>	1 Day
40	Complete server side encoding validation	Granicus	Granicus PM will conduct testing to validate the upgrade of the streaming component is working as expected.	1 Day
41	Needs Discovery and Analysis and System Configurations	Client, Granicus	<b>The Needs Analysis Calls (NACs) and associated processes are designed to understand Client workflows and processes and to configure the Legistar database to reflect these processes in accordance with Granicus' best practices.</b>  The Client Project Team in attendance should include the Clerk, Clerk deputies/staff, and one representative from IT. This will allow the Clerk's Office and IT to be aware of the intricacies and capabilities of the system. Other attendees	35 days

			are mentioned below and will be discussed with the Granicus Business Analyst in advance of any calls.	
42	Needs Analysis Call #1: Legislative Files Tabs/Fields	Client, Granicus	<p>GOAL: We will begin by a full overview of all the Client's Granicus Products. Then, we will focus on the Legistar steps for creation of an agenda item. During this call, we will identify the fields and options that will be used by the Client's drafters to create an agenda item. (Drafters include any staff responsible for drafting or approving new agenda items, generating agendas, or processing minutes.) We will streamline the drafting process by determining which fields are required, hidden and re-labeled. This includes:</p> <ul style="list-style-type: none"> <li>• Identifying how (and if) tabs and fields of LF will be used</li> <li>• Numbering of Legislative Files</li> <li>• File Statuses</li> <li>• Legislative File Reports</li> <li>• Defaults</li> </ul>	1 day
43	Needs Analysis Call #1: Granicus Tasks	Granicus	<ul style="list-style-type: none"> <li>• <i>Demonstrate legislation file creation, including: text editor capabilities, the attachments, the associations tab, and the details tab.</i></li> <li>• <i>Configure a maximum of five (5) text file templates.</i></li> <li>• <i>Demonstrate the Administration set-up for legislation files, including: legislative file type names, legislative file type numbering, file statuses, controlling body, and legislative file reports.</i></li> <li>• <i>Ensure Core Team has User Account access to the database.</i></li> </ul>	1 day

44	Needs Analysis Call #1: Post-Call Client Tasks (due at least one day prior to the next call)	Client	<ul style="list-style-type: none"> <li>• Client will provide Business Analyst with full list of People and email addresses, or load these into the system themselves. (See Step 8.)</li> <li>• Client will review and finalize all submission Legislative templates.</li> <li>• Client Project Team will log into Legistar, create at least two (2) new legislative files, and run all LF reports to practice and test.</li> <li>• Client will gather and import code sections and indexes into the database. If assistance is needed, Client will contact Business Analyst at least three (3) days prior to the next call.</li> <li>• Client will provide Business Analyst with square, .JPEG (one (1) 160x160 and one (1) 90x90) or upload two (2) logos themselves.</li> </ul>	5 days
45	Needs Analysis Call #2: Approval Tracking System (ATS)	Client, Granicus	GOAL: To review the Legistar Approval Tracking Process and to understand the two roles of approvers: individual review requestor and an FYI notification. Evaluate how the approval tracking sequences (ATS) function and determine how Client's business process of routing items for approval will fit into this process. To review all the approvers actions and methods approving items. Approvers are any staff responsible for approving new agenda items, generating agendas, or processing minutes. Note: if your organization wishes to route	1 day

			items back to the original drafter during an approval process, it is recommended that drafter staff attend this session as well.	
46	Needs Analysis Call #2: Granicus Tasks	Granicus	<ul style="list-style-type: none"> <li>• Review any Legislative File questions and assignments from NAC #1.</li> <li>• Demonstrate the approval tracking process, including: approval tracking sequences (ATS), manually adding new approvers, saving personal sequences, and how to review and approve items in the Legistar database and via InSite.</li> <li>• Demonstrate the administration set-up for approval tracking, including the people table, the approval tracking table, and system settings.</li> <li>• Set up Project Team as approvers and create a project team approval sequence. Send each team member an item to review and approve.</li> </ul>	1 day
47	Needs Analysis Call #2: Post-Call Client Tasks (due at least one day prior to the next call)	Client	<ul style="list-style-type: none"> <li>• Identify and deliver by email to Business Analyst all required approval sequences by approver name, number of approval days, and back-up approver name.</li> <li>• Review the Legistar Email templates in the database and make notes of questions to discuss with Business Analyst.</li> </ul>	5 days

48	Needs Analysis Call #3: Agendas	Client, Granicus	<p>GOAL: To generate the Legistar agenda defining how file type and file status determine agenda placement. Review Client agenda template that was set up by the Granicus Business Analyst. Determine agenda item numbering rules, header and font styles and all publishing requirements. During this call, we will identify all components for the two meeting body types and agenda definitions for the Primary Legislative Body. Client staff responsible for generating and publishing agendas should attend this session.</p> <ul style="list-style-type: none"> <li>o Section headers</li> <li>o Agenda numbers</li> <li>o Style</li> <li>o Agenda report defaults</li> <li>o Agenda Packet creation</li> </ul>	1 day
49	Needs Analysis Call #3: Granicus Tasks	Granicus	<ul style="list-style-type: none"> <li>• Review any Approval Tracking questions and assignments from the NAC #2.</li> <li>• Demonstrate how agenda generation works, including: working with the agenda form, special functions, and agenda reports.</li> <li>• Demonstrate the administration set-up for agendas, including agenda definitions and numbering.</li> <li>• The Granicus Business Analyst will email the agenda definitions report and the main agenda report to the Client project team directly following this call.</li> <li>• The Granicus Business Analyst will configure the approval tracks as sent by the Client PM before the next call.</li> </ul>	1 day

50	Needs Analysis Call #3: Post-Call Client Tasks (due at least one day prior to the next call)	Client	<ul style="list-style-type: none"> <li>• The Client Project Team will test all approval tracks by creating LF and routing them through the test approval tracks. In the administration people table, Client Project Team will verify approver backup names and email addresses are correct.</li> <li>• Client System Administrator will verify the agenda order and rules in Administration: <ul style="list-style-type: none"> <li>○ Workflow Controls</li> <li>○ Agenda Definitions</li> <li>○ Agenda Settings</li> </ul> </li> <li>• Client System Administrator will create a test agenda by scheduling a meeting, creating numerous LF, generating an agenda, and running a report. It is recommended that the Client System Administrator do this several times and attempt to replicate a previous agenda packet in the Legistar database.</li> <li>• Client System Administrator will review and approve, or markup the agenda report. Client validation or agenda report requests must be sent by email to Business Analyst one day prior to the next call.</li> </ul>	5 days
51	Needs Analysis Call #4: Minutes	Client, Granicus	GOAL: To discuss the Legistar Minutes process while creating Client-specific workflow actions, member naming rules, voting options and any other commonly typed text. Legistar will create a motion string within the action templates that will be reviewed and finalized. Finally, the Client System Administrator will review a sample minutes document which was created during the NAC call. Staff responsible for creating and publishing minutes should attend this call. The call agenda includes:	1 day

			<ul style="list-style-type: none"> <li>• Define workflow actions on file types</li> <li>• Define vote and attendance settings</li> <li>• Define the standard motion string text</li> <li>• Insert standard paragraphs</li> <li>• Minute report defaults</li> </ul>	
52	Needs Analysis Call #4: Granicus Tasks	Granicus	<ul style="list-style-type: none"> <li>• Review any Agenda questions and assignments from NAC #3.</li> <li>• Demonstrate how minutes process works, including: minutes tab, working with the minutes form, attendance and vote options, taking actions, vote types, consent voting, multiple actions on one legislative file, special functions, and minutes reports.</li> <li>• Demonstrate the administration set-up for minutes, including: actions, valid actions, action text, and attendance and vote options.</li> <li>• The Granicus Business Analyst will email the minutes report to the client project team directly following this call.</li> <li>• The Business Analyst will set up primary legislative body membership.</li> </ul>	
53	Needs Analysis Call #4: Post-Call Client Tasks (due at least one day prior to the next call)	Client	<ul style="list-style-type: none"> <li>• Client System Administrator will review and approve list of actions and workflow actions in Administration.</li> <li>• Client System Administrator will practice utilizing the user-end minutes module to create a set of minutes and email any issues or questions to the Business Analyst.</li> </ul>	5 days

			<ul style="list-style-type: none"> <li>• <i>Client System Administrator will review and approve or markup the minutes report. Client validation or minutes report requests must be sent by email to Business Analyst one day prior to the next call.</i></li> <li>• <i>Client System Administrator must add office members who will be voting with correct term dates for any meeting body. The Client project team will be responsible for adding any members to additional meetings bodies and maintaining the accurate membership of any meeting body.</i></li> </ul>	
54	Needs Analysis Call #5: System Security and ATS Review	Client, Granicus	<p>GOAL: To finalize client security groups. The default user security groups are: Department Drafter, Approver, Agenda and Minutes Coordinator and System Administrator. Examine all the Security Features, which are divided into two categories: the function list and meeting body security options. Staff responsible for administrating the Legistar database should attend this call.</p> <p>Review and finalize all Approval tracking sequences.</p>	1 day
55	Needs Analysis Call #5: Granicus Tasks	Granicus	<ul style="list-style-type: none"> <li>• <i>Review any Minutes questions and assignments from NAC #4.</i></li> <li>• <i>Demonstrate how system security works. This includes: security groups, functional list, meeting body security and review of every field-based security option.</i></li> <li>• <i>Review Approval Tracking and finalize any outstanding issues or questions.</i></li> </ul>	

56	Needs Analysis Call #5: Post-Call Client Tasks (due at no more than five days after this call)	Client	<ul style="list-style-type: none"> <li>Client System Administrator will determine list of security groups, functional list, and body security options. Client System Administrator will email these options to the Granicus Business Analyst or enter these themselves.</li> <li>Client System Administrator will add users accounts.</li> <li>Client System Administrator will review and confirm ATS sequences.</li> <li>Client System Administrator will practice another full round in the Legistar database: drafting files, generating an agenda and creating minutes.</li> </ul>	5 days
57	Reports Customization	Client, Granicus	<ul style="list-style-type: none"> <li>Client System Administrator will have identified any formatting changes on any of the generated reports Client plans on using. These report changes will be delivered by providing handwritten or electronic notations directly on the report(s) requiring changes.</li> <li>Granicus Design will deliver any formatting changes to the Client PM for review and written approval before training.</li> </ul>	5-10 days
58	Final Validation/ Deployment Completed	Client, Granicus	<b>This milestone is the final point of sign-off for any last-minute changes or approval by multiple stakeholders that the project requires. At this stage, the solution will be fully operational. Email acceptance of the deployment is required by Client PM to Granicus PM.</b>	5 days
59	Billing Milestone 2	Client, Granicus	Once Client PM provides a written approval and acceptance of the system via email, Granicus will invoice and Client agrees to pay the first of the agreed-upon fees in the amount of seven thousand, six hundred, and fifty dollars and zero cents (\$7,650.00).	
60	Training	Client, Granicus	The training plan listed below is a generic plan based on	18.5

			<p><b>Granicus best practices. The Trainer will communicate the plan in advance (see Task 17).</b></p> <p><b>It is recommended that the Core Project Team attend all training sessions. The Core Project Team should include the Clerk, Clerk deputies/staff, and one representative from IT. This will allow the Clerk's Office and IT to be aware of the intricacies and capabilities of the system. A maximum of twelve (12) attendees can go through any specific onsite training session.</b></p>	days
61	Online Administration Training	Client, Granicus	<p>Admin #1: Full review of drafting Legislative Files and all Admin settings related to LF</p> <p>Admin #2: Full review of generating an agenda and all Admin settings related to agendas</p> <p>Admin #3: Full review of processing minutes and all Admin settings related to minutes</p>	6 hours/1 day broken into 3, 2-hour online calls
62	Day 1: Drafter & Approver Training/Agenda Preparation	Client, Granicus	<p>Schedule:</p> <ul style="list-style-type: none"> <li>• <b>9-10 pm:</b> Project Overview <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, IT Lead, Clerk staff</li> </ul> </li> <li>• <b>10-12:30 pm:</b> Drafters Course <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, IT Lead, Clerk staff, Drafters from each department</li> </ul> </li> <li>• <b>1:30-3 pm:</b> Approvers Course <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, IT Lead, Clerk staff, Approvers from each department.</li> </ul> </li> <li>• <b>3-4 pm:</b> Prep for Generating Agenda, Publishing to InSite <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System</li> </ul> </li> </ul>	1 day

			Administrator, Clerk staff, Agenda creators from the Council.	
63	Day 2: Agenda Preparation and LiveMeeting Indexing	Client, Granicus	<p>Schedule:</p> <ul style="list-style-type: none"> <li>• <b>9 am-12 pm:</b> Agenda Generation Review <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, Agenda creators from the Council.</li> </ul> </li> <li>• <b>1-2:30 pm:</b> Live Meeting Workflow Review <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, Video Indexers/Minutes creators from the Council</li> </ul> </li> <li>• <b>2:30-4 pm:</b> Video Editing/Minutes Processing (i.e., trimming the video, editing the timestamps, motions, votes, and notes) and importing video to Legistar/media publication. <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk, Minutes creators from the Council</li> </ul> </li> </ul>	1 day
64	Day 3: Minutes Processing	Client, Granicus	<p>Schedule:</p> <ul style="list-style-type: none"> <li>• <b>9 am-12 pm:</b> Minutes Processing Review <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, Minutes creators from the Council</li> </ul> </li> <li>• <b>1-3 pm:</b> Workflow Review <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, Agenda and Minutes creators from the Council</li> </ul> </li> <li>• <b>3-5 pm:</b> iLegislate Demo <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, iPad users</li> </ul> </li> </ul>	1 day

65	Day 4: Project Meeting and Drafter Sessions	Client, Granicus	<p>Schedule:</p> <ul style="list-style-type: none"> <li>• <b>9-11 am:</b> Admin Review <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator and Core Project Team should attend to review any necessary administrative functions.</li> </ul> </li> <li>• <b>11 am-12 pm:</b> Project Meeting <ul style="list-style-type: none"> <li>○ Attendees: Project Manager/System Administrator and Core Project Team should attend to discuss any outstanding items and prepare for go-live.</li> </ul> </li> <li>• <b>1-3 pm:</b> Drafter Session 1 <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, Agenda creators from the Council (group 1).</li> </ul> </li> <li>• <b>3-5 pm:</b> Drafter Session 2 <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, Agenda creators from the Council (group 2).</li> </ul> </li> </ul>	1 day
66	Day 5: Drafter Sessions	Client, Granicus	<p>Schedule:</p> <ul style="list-style-type: none"> <li>• <b>9-11 am:</b> Drafter Session 3 <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, Agenda creators from the Council (group 3).</li> </ul> </li> <li>• <b>11 am-12 pm:</b> Drafter Session 4 <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, Agenda creators from the Council (group 4).</li> </ul> </li> <li>• <b>1-3 pm:</b> Drafter Session 5 <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, Agenda creators from</li> </ul> </li> </ul>	1 day

			<ul style="list-style-type: none"> <li>the Council (group 5).</li> <li>• <b>3-5 pm:</b> Drafter Session 6 <ul style="list-style-type: none"> <li>○ Attendees: Project Manager, System Administrator, Clerk staff, Agenda creators from the Council (group 6).</li> </ul> </li> </ul>	
67	<b>Training Completed</b>			<b>0 days</b>
68	InSite linked to Client's website	Client	This is the date when InSite will be linked to the production website.	5 Days
69	<b>Roll Out Period: Parallel Operations Commence</b>	<b>Client, Granicus</b>	<b>This is the soft launch date when the first City Council agenda will be generated using Legistar. The Client should expect to duplicate the entire workflow in order to guarantee the production of the packet.</b>	<b>2 wks</b>
70	<b>Live Operations Begin/Scope of Work Completed</b>	<b>Client</b>	<b>This is the official go-live date when the City Council agenda will be generated exclusively through the Legistar workflow.</b>	<b>0 days</b>
71	<b>Billing Milestone 3</b>	<b>Client, Granicus</b>	<p>Granicus will invoice and Client agrees to pay the last of the agreed-upon fees in the amount of eight thousand, five hundred dollars, and zero cents (\$8,500.00). Upfront fees and training fees associated with this project (up to two thousand dollars and zero cents (\$2,000.00)) are due within 60 days of receipt.</p> <p>Commencement of monthly managed service (MMS) fees of one thousand and three hundred dollars and zero cents (\$1,300.00) begins, prorated from the date of Scope of Work Completed or August 1, 2014, whichever is soonest. MMS fees will be billed and paid on a quarterly basis on the following schedule: January 1, April 1, July 1, and October 1 of each year.</p>	

## EXHIBIT B

### SUPPORT INFORMATION

1. Up-Time Guarantee. Granicus, Inc. represents and warrants a 99.9% up-time guarantee for its hosted services. Granicus, Inc. will provide notification of any system-wide outages within one to three (1-3) hour(s) of the time the issue was first recognized.

2. Contact Information. The support staff at Granicus, Inc. may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via email or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus, Inc. headquarters, located at 600 Harrison Street, Suite 120, San Francisco, California, 94107.

(b) Telephone Numbers. Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1 from 5:00 AM to 6:00 PM Pacific time. After hours or in case of a technical support emergency, the support staff may be reached at (415) 357-3618.

(c) Internet and Email Contact Information. The website for Granicus, Inc. is <http://www.granicus.com>. Emails may be sent to the support staff at [customercare@granicus.com](mailto:customercare@granicus.com).

3. Support Policy. When Granicus, Inc. receives notification of an issue from Client, a Granicus, Inc. account manager or technical support engineer will respond directly to the Client via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus, Inc. receives the Client's call or e-mail notifying Granicus, Inc. of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus, Inc. reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. Maintenance Services/Response Times. Granicus, Inc. represents and warrants that all maintenance services and response times for service will be in accord with the levels and response times set forth below:

(a) Level I: Emergency. Level I problems are total failures of the system or frequent intermittent failure such that the Client cannot consistently rely upon the quality and level of services agreed to by the parties hereto. Granicus, Inc. will respond to all Level I problems within one to three (1 -3) hour(s) of notification by the Client of occurrence.

(b) Level II: Urgent. Level II problems are non-emergency issues that the Client believes need to be addressed within twenty-four (24) hours. Typically, this includes video files not uploading, document template configuration changes, and other time-sensitive issues. Granicus, Inc. will respond to all Level II problems within twenty-four (24) hours of notification by the Client of occurrence.

(c) Level III: Non-urgent. Level III problems are typically feature requests or non-time-sensitive issues. Granicus, Inc. will respond to all Level III problems within three (3) days of notification by the Client of occurrence

(d) Response. A response by Granicus, Inc. means that Granicus, Inc. will respond to the Client via phone or e-mail with notice that they will be actively working to resolve the issue. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue.

(e) Credits. For failure to respond in accordance with the response times above in Exhibit B, Section 4: Level III: one (1) day of managed service. Level II: one (1) day of managed service per hour past the twenty-four (24) hour response time required. Level I: one (1) day of managed service per hour past the response time required.

(f) Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime, and will only take place between 8:00 PM and 3:00 AM Pacific time on a Friday, Saturday or Sunday. Granicus, Inc. will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus, Inc. will provide the Client with at least two (2) days prior notice via email 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 Client will be provided as much advance notice as possible.

5. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus, Inc. incorporate certain features, enhancements or modifications into the licensed Granicus, Inc. Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus, Inc. and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work ("SOW"). Upon the Client's request for such enhancements/modifications, the Client shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both parties is deemed incorporated in this exhibit by reference. Granicus, Inc. shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

(a) Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus, Inc. Software.

(b) Acceptance. Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus, Inc.'s completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus, Inc. with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

(c) Title to Modifications. All such modifications or enhancements shall be the sole property of Granicus, Inc.

6. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS, INC.'S SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS, INC TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

EXHIBIT C

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus®

MediaVault®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

Client Trademarks

**EXHIBIT D**

**TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT**

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client 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 optional media: data CD, external hard drive, or Granicus provided FTP site. A CSV, XML, and/or database file will be included providing clip information, and/or legislative content. Pricing is determined by the amount of content and delivery method.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content using the Granicus Application Programming Interface. This option shall be provided free of charge.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.