



GRANICUS

RFP #20190412 for
Agenda Management Software and Video Services
for the City of Hapeville, GA



Response prepared for
City of Hapeville
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Response Submitted by Granicus
Proposal Contact:
Moussa.Diallo@granicus.com
Submitted on
April 12, 2019

Transmittal Letter

Dear whom it may concern,

Thank you for considering Granicus for the opportunity to strengthen our relationship with Hapeville. We are confident that our Peak Agenda Management and Granicus Video platform will be the best fit for Hapeville's needs.

At Granicus, we recognize that great products are only part of what keeps our clients satisfied. We provide 24/7/365 technical support to take full responsibility for maintaining and monitoring the technology that powers your solution and that of 1,300 other government agencies. Should you have any questions or if you would like us to clarify any aspects of our proposal, we look forward to hearing from you.

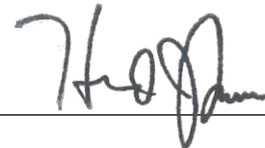
From our experience with clients to our expertise in deploying solutions of this size, we have included with this response success stories of current citizen engagement platform users. Our solution allows clients to maximize efficiency, eliminate manual process bottlenecks, and have a purely electronic method that is more transportable across other technologies in the future.

In this response, we will detail why Hapeville should choose the Granicus platform. Along with our amazing customer service, Hapeville will be provided an ongoing learning resource with Granicus University. Additionally, Granicus will continue to provide support before, during, and after the implementation of the proposed system. This is why Granicus is the leader in solutions to support government transparency and civic engagement.

Granicus employees are free of any conflicts of interest with the City of Hapeville.

Sincerely,

Moussa Diallo
Account Specialist
202.559.3533
Moussa.Diallo@granicus.com



Howard Langsam
Executive Vice President of Sales

Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 120 days.

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Executive Summary

Granicus provides technology that empowers government organizations to create better lives for the people they serve. By offering the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services to more than 4,000 government customers, Granicus helps turn government missions into quantifiable realities. Granicus products connect more than 150 million people, creating a powerful network to enhance government transparency and citizen engagement. By optimizing decision-making processes, Granicus strives to help government realize better outcomes and have a greater impact for the citizens they serve.

As a company, Granicus helps empower some of the most creative people in the world who innovate within complex public-sector organizations. We help make policies more effective and to transform the citizen experience so that everything from road closures to fostering programs are better communicated, understood, and ultimately successful.

Granicus was founded in 1999 and merged with GovDelivery (also founded in 1999) in late 2016. While Granicus had traditionally been focused on innovation in the legislative and rule-making process, GovDelivery led the way in transforming how governments communicate with the public on a day-to-day basis to support everything from flu shot programs to new veterans' benefits. The two companies' missions aligned perfectly to cover the full range of government's mission – to craft the rules and laws we live by while delivering services that bring value to the public. This powerful alignment allows us to bring even more scale and innovation to the clients we serve.

Washington D.C. 1152 15th Street NW, Suite 800 Washington, DC 20005 P: 202.407.7500 F : 202.407.7501	Denver (HQ) 1999 Broadway, Suite 3600 Denver, CO 80202 P: 720.240.9586 F: 720.501.5171
St. Paul 408 St. Peter St, Suite 600 St. Paul, MN 55102 P: 651.726.7309 F: 651.665.0943	United Kingdom The Beehive, City Place, Gatwick, RH6 0PA P: 0800.032.5769
El Segundo, CA 222 N. Pacific Coast Highway #1500 El Segundo, CA 90245 P: 888.263.8847	

Website: www.granicus.com

GRANICUS MANAGEMENT TEAM

Mark Hynes – Chief Executive Officer

Mark currently serves as CEO of Granicus, the leading provider of cloud-based government software solutions. Prior to Granicus and since 2010, Mark served as Chief Strategy and Development Officer as well as President, Technology Services, for Altisource, a public real estate and mortgage technology and services company. Before joining Altisource, he served as President of Digi-Net Technologies, Inc., an early pioneer in marketing analytics software-as-a-service solutions. Mark also co-founded Xevo, Inc., a leading provider of service provisioning technologies to application service providers, where he held the position of Chief Operating Officer. Mark began his career with Bain & Company as a consultant. He holds a Bachelor of Business Administration from James Madison University and a Master of Business Administration from Harvard University.

Eric Gibson – Chief Finance Officer

As the Granicus Chief Financial Officer, Eric is a client-focused executive with a proven track record in leading and managing change and impacting business results by leveraging a broad experiential base of strategic planning, financing, acquisitions, financial management, and process improvement. Prior to coming to Granicus, Eric served as an Executive Vice President and CFO for Dimension Data.

Scott Macfee – Chief Operating Officer

Scott is Granicus' Chief Operating Officer and leads the organization's client-centric operations. Scott comes to Granicus from Dimension Data, an \$8 billion IT services company, where he spent over 15 years in operations and rose to Chief Operating Officer of the Americas in 2013 and President in 2016. Scott is a graduate of Bucknell University in Lewisburg, PA, where he received his Bachelor of Arts in Sociology. He has also completed executive coursework at several prestigious Executive Leadership programs in the U.S. and abroad.

Susan Ganeshan – Chief Marketing Officer

Susan leads Granicus' marketing strategy and brand awareness efforts as Chief Marketing Officer. Susan offers in-depth, cross-functional software marketing experience gained during her 25-year career, which includes leadership roles at Clarabridge, newBrandAnalytics (acquired by Sprinklr), webMethods (acquired by Software AG), Checkfree (now Fiserv) and Deloitte Consulting.

Bob Ainsbury – Chief Product Officer

A Silicon Valley technologist with roots in engineering and a rich history in high-growth companies of all sizes. His business and technology perspectives have been quoted in the Wall Street Journal, The Financial Times, on CBS Radio, and on National Public Radio.

Company Information

LEGAL NAME, EIN, FORM OF BUSINESS, AND SUBSIDIARY INFORMATION

Granicus, LLC DBA Granicus.

FEIN #: 41-1941088

Granicus is a privately held LLC with a C-Corporation tax classification.

Granicus is not a subsidiary of a larger company but is owned by Vista Equity Partners.

PRIMARY CONTACT

Moussa Diallo
Account Specialist
202.559.3533
Moussa.Diallo@granicus.com

OFFICE LOCATIONS

Washington D.C. 1152 15th Street NW, Suite 800 Washington, DC 20005 P: 202.407.7500 F : 202.407.7501	Denver (HQ) 1999 Broadway, Suite 3600 Denver, CO 80202 P: 720.240.9586 F: 720.501.5171
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El Segundo, CA 222 N. Pacific Coast Highway #1500 El Segundo, CA 90245 P: 888.263.8847	

SUPPORT INFORMATION

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

CONTACT INFORMATION

Online (recommended) support.granicus.com
Email support@granicus.com
Phone (for urgent issues) 800.314.0147

SUPPORT HOURS

US Regular Hours 8:00 AM – 10:00 PM Eastern Monday – Friday
Urgent After-Hours Support is also available at 800.314.0147

CURRENT NUMBER OF EMPLOYEES

We currently employ approximately 470 FTE positions and 11 part-time positions, many of whom are dedicated to both our Agenda Management and Video Streaming (Government Transparency) products.

SUBCONTRACTORS

We will not be employing any subcontractors if awarded the business.

PENDING LITIGATION

Granicus has no past, current, or pending litigation resulting from professional services rendered over the past five years.

BANKRUPTCY

Granicus has not filed for bankruptcy or insolvency in the last 10 years.

MERGERS AND ACQUISITIONS

While we have acquired some businesses in the last five years, Granicus has not been merged, acquired, or sold within that time.

Company Background

VENDOR BACKGROUND

Granicus provides technology that empowers government organizations to create better lives for the people they serve. By offering the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services to more than 4,000 government customers, Granicus helps turn government missions into quantifiable realities. Granicus products connect more than 150 million people, creating a powerful network to enhance government transparency and citizen engagement. By optimizing decision-making processes, Granicus strives to help government realize better outcomes and have a greater impact for the citizens they serve.

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AGE OF SOLUTION(S)

Granicus has been providing Video Streaming (Government Transparency) services since 1999. Our Peak Agenda Management product was originally released in 2016.

FINANCIAL INFORMATION

Granicus is a privately held company owned by Vista Equity Partners. As a result, we are unable to share our financial results during the proposal process. Upon contract signature, we agree to share a copy of our most recent audited financials. In addition, the information cannot be shared with others and will not be provided in a form that is subject to FOIA.

Company Qualifications

EXPERIENCE IMPLEMENTING AGENDA MANAGEMENT SYSTEMS

We currently serve over 4,000 government organizations, of which over 130 are active Peak Agenda Management customers. We also have 296 active accounts using our Legistar Agenda Management solution for high-population cities and counties. We currently have 49 active Peak Agenda Management accounts in cities and municipalities with a population of less than 20,000.

EXAMPLES AND AMOUNT OF CLIENTS

As mentioned above, Granicus currently has just under 50 municipalities with populations of 20,000 or below using our Peak agenda solution and over 450 using our video solution in the same population tier. Some in our client base include:

- Milton, GA
- Flowery Branch, GA
- Milton, GA
- Key Biscayne, FL
- South Miami, FL

Proposed Solution

Granicus is pleased to present our platform of new technology and expert professional services to provide Hapeville with a solution that meets and exceeds the requirements set forth in this Request for Proposal. Our 100% cloud-hosted software solutions were designed specifically for governments like yours to spend less time managing the manual artifacts of the legislative process and more time engaging important stakeholders in productive ways. We make this possible by providing our clients with all the hardware and software necessary to streamline and automate everything from online video streaming to paperless agenda creation and publication. Additionally, our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible.

Below you will find a description of each of the proposed Granicus Suites, as well as a narrative of our implementation methodology, timeline of milestones, and a support and training overview.

GRANICUS OPEN PLATFORM

The Granicus Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of government public meeting data. It is the core of our content management, administration, and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your new solution to existing systems. The Granicus Platform includes:

The Granicus Open API and SDK

We can provide a fully-documented and supported Application Programmatic Interface (API) and Software Developer Kit (SDK). This open architecture enables customers and developers to seamlessly integrate existing or future enterprise systems with Granicus. Developers typically use the API to add, update, extract, delete, and ultimately customize how information is presented.

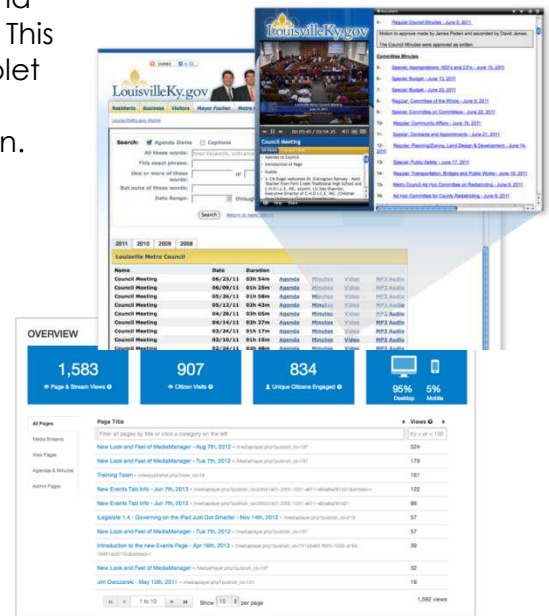
We believe open systems and interoperability are critical components of any modern software solution. Granicus is committed to building open architectures, standards, and lasting partnerships with industry leaders. We want to offer clients the most complete solutions on the market, without forcing them into a single system for all enterprise tasks.

GRANICUS VIDEO

Granicus Video gives your citizens greater access to public meetings and records online. Take the next step towards transparency by streaming meetings and events live, linking related documents to your video, and providing advanced searching of archives.

Granicus Video gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming. This solution also allows you to connect agenda data to tablet devices to review agendas and supporting documents, take notes, and more through the iLegislate® application.

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, self-service access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events—all completely automated
- Reach a broader audience - integrate closed captions with video
- Understand and measure public participation with in-depth video analytics



Easy-to-Use Public Website

Publish live and archived videos to a media portal on your website to make it easy for the public to access your content. Enable audiences to share videos over social networking sites or via email to drive greater visibility and viewership.

Mobile-Enabled Delivery

The Government Transparency Suite allows citizens to view videos, agendas, minutes, and supporting documents on mobile devices. By providing live and on-demand streaming via mobile devices, you will always be able to reach the broadest audience possible.

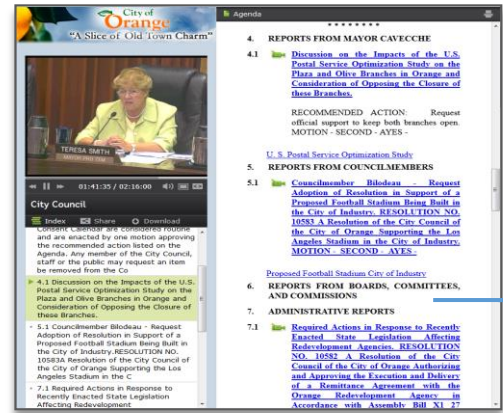
"We had resistance from members of our staff who did not want to change their in-meeting process, so we needed to make sure that any integration we built was as seamless as possible and did not affect workflows."

Karen Rodriguez, Senior Systems Analyst II, City Clerk Systems Division, Los Angeles, CA

Agenda Index Points

Deliver a rich user experience by synchronizing and cross-linking materials to the video. Citizens can watch indexed videos, browse agendas, and view supporting materials—staff reports, memos, and ordinances—all within a single multimedia player.

Supporting documents are displayed alongside the video. Viewers can use jump-to points and links within documents to watch those



Advanced Search “Drill Down”

Empower residents to find the information they need through a self-service search engine. Search across public meeting archives—meeting or event data, including: agendas, minutes, notes, motions, votes, and captions. With advanced filters for date range, data type, and more, the public can accurately define their search criteria to find the information they need.

Downloadable Media & Alerts:

- **DOWNLOADABLE MEDIA:** Offer downloadable podcasts for citizens. Media files can be easily delivered as downloadable video (MP4) formats. Reach more citizens using mobile devices and popular media and social media networks.
- **RSS:** Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available: specific files, agendas, or minutes. This feature simplifies the ability for citizens to get real-time updates straight to their inbox.
- **USER SEARCH ALERTS:** Just as RSS subscriptions allow residents to receive updates on specific information, our user search alerts update citizens as information they care about becomes available in the system.

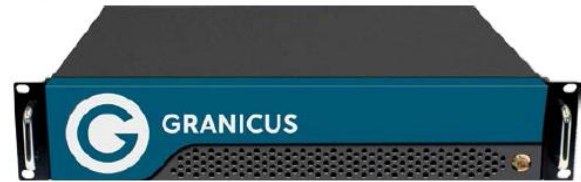
“Granicus is my front line for research requests. Now that we’ve built two or three years-worth of meetings in there and all the items attached to it, it’s very, very comprehensive and puts it all right in front of you quickly.”
Bill Dow, Records Manager / Deputy City Clerk, Keene, NH

GRANICUS ENCODING APPLIANCE

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an analog or Digital (SDI audio/video source). Full appliance control is available through a web browser or locally-installed client application.

- Dell OptiPlex 7040
- Intel Core i7-6700
- 8GB RAM
- 1TB hard disk space
- 180W auto-switching Power Supply
- 1-year warranty (from Dell)
- 64-bit Windows 7 Embedded OS
- Dimensions 11.4 x 11.5 x 3.6
- Optional 3U rack mount shelf
 - Shelf can be used in a round or square hole and 2-post or 4-post rack
 - Dimensions 19" rack, 3U Tall, 14" Deep

Front View



Rear View



Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

ILEGISLATE®

Granicus' paperless agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over iPad, Android, or Windows tablet. iLegislate is a free app that can be downloaded from iTunes or the Google Play Store, and works with any Granicus suite. Suite integrations increase data access and add functionality such as digital one-touch meeting voting. Granicus also offers a Windows and OSX desktop application which can be downloaded at ilegislate.com.



- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Explore agendas and attachments offline and on-the-go
- Easily take notes and email agenda items
- View indexed, archived meeting videos (with Government Transparency Integration)
- Public opinion placed at elected officials' fingertips (with Citizen Participation integration)
- Real-time meeting voting (with Meeting Efficiency integration)

AGENDA MANAGEMENT

Legislative workflows often require a significant commitment from clerical staff. Drafting legislation, getting items approved, compiling information from various departments, and creating an agenda are integral parts of the pre-meeting process, yet can be very time-consuming. Then, there are live and post-meeting processes that staff must follow to ensure an accurate account of a meeting.

With so many moving parts, steps can be overlooked, or items can be inadvertently dropped. Using a completely automated, round-trip legislative workflow solution can save staff countless hours while helping them maintain legislative accuracy.

Granicus' Agenda Management tools allow government staff to easily manage the entire legislative and agenda creation process from start to finish. From drafting files, through assignment to various departments, to final approval, these software tools are designed to reduce workloads and create a more efficient method for managing decisions.

- Eliminate manual workflows. Create and manage items for agendas in one system.
- Automate agenda item approvals with electronic approval processes.
- Simplify agenda creation—automatically compile files and supporting materials for upcoming meetings.
- Organize, store and retrieve electronic documents.
- Easily track legislation and generate historical reports for staff, citizens, and council.

Our Agenda Management offerings – Legistar and Peak Agenda Management – help governments organize, store, and easily retrieve items for agenda creation all in one system. Legistar also maintains all legislative data and tracks each item's path through the entire process. Both systems allow staff to quickly and easily publish agenda and minutes documents to the Web, helping ensure records availability and promote government transparency.

"We had an increased commitment to transparency. When we made the shift to Legistar, it was so easy to become transparent. So, with transparency obligations, it made sense to unify everything."

Lyndsy Willette, Agenda Coordinator, Commerce City, CO

PEAK AGENDA MANAGEMENT

Peak Agenda Management is browser based and has no upfront cost for the software. The elegantly designed agenda creation interface, built with the most advanced technology in the market, provides government officials with a paperless solution that is easy to use, incredibly fast, and the most supported in the industry.

Peak Agenda Management will allow users to spend less time on administrative chores, and more time doing the job they love.

Key Benefits of Peak Agenda Management

Peak performs all the duties of the agenda creation process from the convenience of any web browser. The sleekly-designed dashboard provides quick access to relevant information in the agenda creation process. As agendas are approved, they can easily be published online. Peak is supported by a top-of-the line customer care team and an ever-expanding library of educational content, developed just for Granicus clients.

Technology to keep you ahead of the curve

Built using the ReactJS framework, originally developed by Facebook, Peak offers the fastest, most responsive agenda software solution available.

This technology also not only allows for a lightning fast user experience, but also allows Granicus to rapidly deploy new features and enhancements into the application over time, delivering government users more value faster than any other competing software.

A Sleek and Intuitive Design

Users can quickly access important information from the colorful, easy-to-navigate interface. Large buttons and clear iconography guide users to effectively manage the tools, and real-time updates provide clerks and managers information about the agenda status.

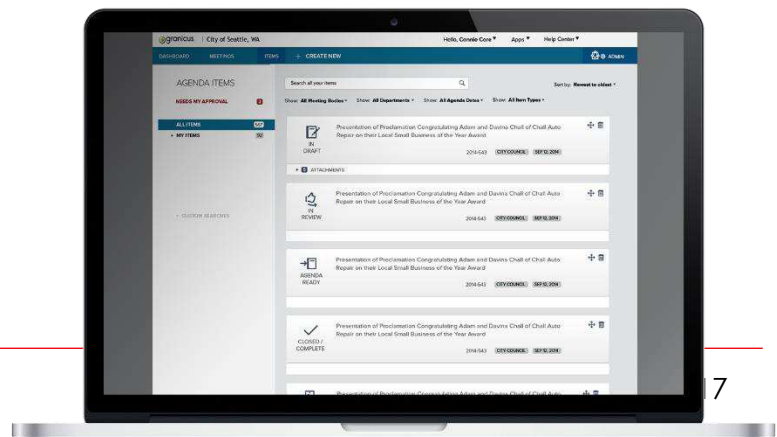
Customized Administrative Settings

Peak's administrative toolbox allows clients to create custom objects, such as departments, meeting bodies and user types. Based on these customized permissions, users can create, manage and approve agenda items from start to publication.

Agenda Creation

Peak's distinguishing features include:

- In-app live chat support
- The same advanced technology used by Facebook and Netflix for a noticeably faster user experience
- Auto-population of fields
- Sequential or concurrent approval phases
- PDF and document conversion
- Cross-platform support
- Simple agenda packet creation



Assign agendas items by submitting departments, meeting bodies or meeting date through Peak to start an approval workflow.

Approval Workflows

Once an agenda has been created, the approval process begins. Route items through a sequential or concurrent approval workflow and send it to notify assigned users by email that new items are available for their review, FYI, or approval.

Agenda Packet Publication

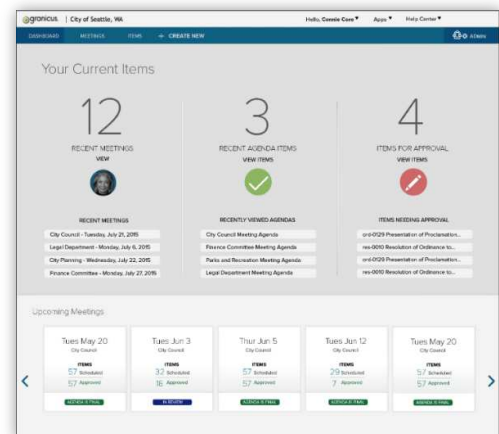
Agenda packets with all supporting attachments are generated into a single PDF file. This easy process provides governing bodies the ability to easily publish agendas for public consumption while also allowing for the ability to publish to Granicus' iLegislate tablet app for a truly paperless agenda experience.

Simple, Elegant Dashboard

The Peak dashboard shows a user's action items based on permissions, like recently viewed agenda items and meetings and any outstanding approvals.

Excellent Customer Service with Guide Me and Live Chat

One of the key features of Peak is the ability to communicate with a live person for support, as well as a helpful Guide Me feature that helps guide users through the crucial workflow processes. With Live Chat, clients can communicate with a live representative for support with Peak Agenda.



Freedom from Hardware

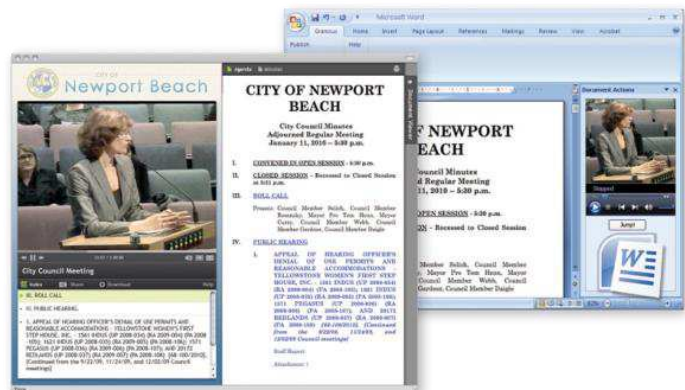
Peak Agenda is a browser-based application with no installed hardware requirements. The application can be accessed through any major browser on any operating system. Users are not confined to a workstation and can access the program at any time from a URL.

ADDITIONAL PROPOSED FEATURES

Meeting Efficiency

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. Allow the public to track legislation, ordinances, and even voting member records through your website with VoteLog.

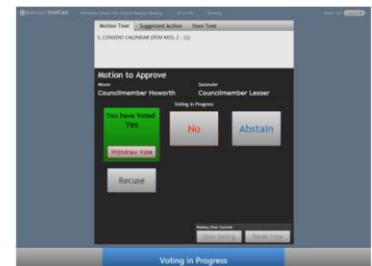
- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes



Traditional VoteCast™

Paper-based methods of recording votes can be cumbersome for legislative staff, often slowing the pace of meetings. As part of the Granicus Meeting Efficiency toolset, VoteCast™ modernizes the voting process by eliminating the tedium of hand counting, paper voting, and the use of outdated standalone systems.

- Easy one-touch voting
- Real-time meeting synchronizing
- Paperless exploration of agenda item details, text, and supporting documentation
- Maintain perfect voting accuracy
- Track meeting progress as it occurs
- Request to speak functionality & management
- Review detailed snapshot of item status, speaker queue, motion, mover, and seconder
- Instantly send vote tabulations to digital meeting minutes & public displays



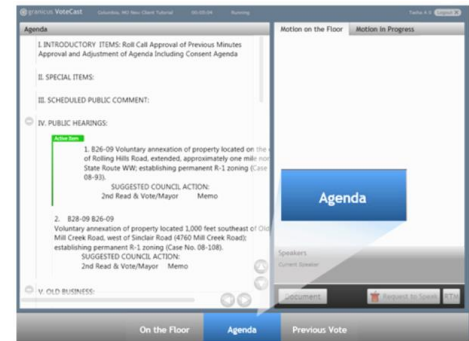
"Before Granicus it could take us anywhere from two to five hours to complete our minutes. Today, it takes me 20 minutes to an hour at most to complete them."

Melinda Sayre-Castro, Assistant City Clerk, Hesperia, CA

VoteCast Key Functionalities

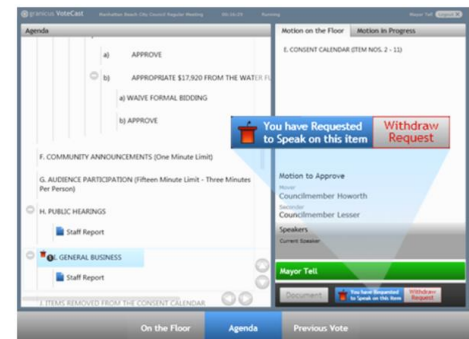
MEETING VOTING MADE EASY: Designed for simplicity, efficiency, and accuracy.

- Clear and simple touch motioning and voting on either a Microsoft Surface Pro 3 or a Dell CPU & Touchscreen combo
- Request to speak functionality, view speakers list, and speaker timer
- Real-time results on public displays



STREAMLINE THE MEETING PROCESS: Keep track & stay organized with real-time data flow that simplifies minutes' creation

- Maintain perfect voting accuracy
- Track meeting progress as it occurs
- Speaker management
- Review detailed snapshot of item status, speaker queue, motion, mover, and seconder
- Instantly send vote tabulations to digital meeting minutes & public displays



MEETING CHAIR CONTROLS: Stay in control

- Manage the speaker queue
- Start and stop voting

PUBLIC DISPLAY: Allow the public to follow along during meetings and have a clear view of the voting results.

- Automatically display the agenda item on the floor to the public
- Configure the look and feel of the displayed information from Granicus' templates
- Show the current speaker's name and a timer that changes color to indicate duration
- As an Item progresses through a motion and vote display relevant information like; mover, seconder, and voting results
- Provide a clear voting summary



HAPEVILLE SYSTEM REQUIREMENTS

Agenda Management Software

- **Automated workflow system to prepare, track, modify, approve and monitor the progress of agenda items.**

Our solution complies with this requirement. Peak provides comprehensive workflow functionality for an unlimited number of approvals which are fully customizable by department and user rights/permissions. Each item's status is shown in Peak as either 1) In Draft, which means that an item has been created but is not yet going through an approval process, 2) In Review, meaning the item is currently in the workflow process of approvals, or 3) Peak Agenda Management Approved, which indicates that the item has completed the workflow process and has been approved by all assignee's.

- **Version control for development of agenda items and tracks changes/edits.**

Peak has version control for items.

- **Ability for the item author to insert a formal caption, the presenter name(s), background information including attachments, and a recommendation.**

Peak allows for an unlimited number of customer defined fields to put this type of information

- **Ability for the agenda item author to retain control over edits of the agenda write-up.**

Peak can be configured to allow drafters to make edits or to take that ability away, whatever the customer prefers

- **Ability for the agenda item author to retrieve items at any time during the routing process.**

Peak has the ability for the submitter to retrieve with read access at any time during the process, the ability to edit at any time would be determined by that user's permissions.

- **Capability to add or delete staff from the agenda item workflow/routing review/approval process uniquely for an individual agenda item.**

This is a standard feature of the Peak Agenda Management system and is dependent upon user permissions.

- **Ability to delete a staff member universally from the agenda workflow for employee terminations**

Approvals in Peak do not use roles so if a user is on multiple approvals and leaves the organization they would need to be removed from each approval. They can, however, be deleted from the system easily for terminations

- **Ability to move a staff member from one workflow/approval process to another to facilitate employee transfers between departments or different reporting structures.**

If the user has permissions to do so workflows can be edited permanently or temporarily.

- **Provides strong word processing and editing capabilities that allows such functionality as: Uploading and/or building tables and graphs with ease, copying and pasting from other documents/software such as word processors and spreadsheets, changing fonts, highlighting text, bold, italic, etc.**

These are all features of the Peak Agenda Management System, except the building of graphs. Graphs and tables cannot be inserted into item fields/forms, but they can be used in native document applications (e.g., Word, Excel, etc.) and attached to items.

- **Retains an easy to use search function for items no matter where they exist within the agenda process. This includes using various options including agenda number, keywords, etc.**

This is a standard feature of the system. You can also sort/filter by Item Title, Suggested Action, Item Type, Drafter, Meeting Date, Submitting Department, Meeting Body, Item ID and Attachment Search. If your Peak Administrator has set up custom fields, you can search by these as well.

- **Supports creating, editing and approving agenda items using the web, tablets, smartphones and other electronic devices.**

Peak is a browser-based agenda management application and will work with any type of device that has a current web browser.

- **Assembles documents into a single cohesive agenda packet and generate reports to help manage agenda creation process. In addition, it must allow the administrator to see status of agenda items moving through their respective approval processes.**

Assembling the agenda packet into a single cohesive .pdf agenda packet and the flexible reporting tool which helps manage the agenda creation process are standard features of the Peak Agenda Management system.

Each item's status is shown in Peak as either 1) In Draft, which means that an item has been created but is not yet going through an approval process, 2) In Review, meaning the item is currently in the workflow process of approvals, or 3) Peak Agenda Management Approved, which indicates that the item has completed the workflow process and has been approved by all assignees.

- **Facilitates easy electronic posting, emailing and other electronic communication. Must support easily accessing agenda and agenda packet information using tablets, smartphones and other electronic devices.**

iLegislate works on all OS's and the agenda/Minutes software is web-based, so it will work with any type of device that has a current web browser.

- **Ability for Council members and staff to annotate or make private notes electronically directly into agendas and agenda backup using electronic devices such as tablets or smartphones.**

Peak allows users to make private notes directly into the agenda and/or document with any type of device that has a current web browser.

- **Provides a searchable document archive and capabilities to copy and paste agenda items to create new agenda items and backup.**

These are all standard features and functions of Peak Agenda Management.

- **Facilitates timely creation of minutes, by pre-populating staff recommendations/recommended motions in advance of the meeting.**

These are standard features of the Peak Agenda Management system.

- **Seamlessly creates a consolidated agenda package in pdf format that includes the ability to create and use pdf bookmarks to navigate each item and its attachments.**

Yes, this happens automatically when a packet is generated.

- **Ability to define both unique agenda templates for each meeting type and/or a standard template that can then be applied to multiple meeting types.**

You can have as many templates as you would like. However, templates must be designed by Granicus and can have formatting limitations.

- **Allows the agenda administrator to create and enforce deadlines. Once a deadline is passed, users cannot submit additional information, delete late items, or re-order of agenda item at the last minute.**

Peak does not support workflow deadlines.

- **Ability to modify automatically generated minutes to reflect actual order items were taken up in meeting which may differ from order on published agenda.**

This is a standard feature of Peak Agenda Management.

- **Ability to create an unlimited number of tasks for any agenda item before, during or after meetings.**

Peak provides comprehensive workflow functionality for an unlimited number of approvals, fully customizable by department and user rights/permissions. It does not have tasks.

- **Automatically generates a report indicating post-meeting action items for a particular individual/department and automatically deliver notice to relevant contact(s).**

This is not currently a feature of Peak Agenda Management.

- **Allows task recipients to access minutes and resolution data from the agenda item to aid incompletion of the task.**

Peak does not have a task functionality.

- **Ability to access reports and documents directly from networked drive for upload into agenda package.**

Peak has the capability to either have staff reports created by the system, or to have them uploaded as attachments. Clients can select their preferred method.

- **Compatible with Microsoft Office products and Google products.**

Peak is supported by modern standard browsers including: Safari, Chrome, Internet Explorer and Edge. Peak supports file attachments from common Office product documents.

- **Ability to have separate sections in the agenda item which could include background, discussion, fiscal impact, recommendation, strategic goal alignment, options, etc.. The software should have the capability for different sections to be completed by different departments, with edit security for certain sections**

Peak has an unlimited number of customer defined fields available and has the capability for different sections to be completed by different departments.

Video Services

- **Ability to index and cross link with the agenda management software**

These are standard features of the proposed solution.

- **Ability to create points within the video tied to the relevant agenda item.**

Yes, video index points are captured live during the meeting or added post meeting.

- **Link to agendas and minutes within the same module accessible through the website.**

This a standard feature of the proposed solution.

- **Archival capabilities.**

The system automatically creates and uploads an archive to the view page when your archive's status is set to Public. Our system provides the ability to record video for different meetings (e.g., a committee meeting vs. a city council meeting) which can then be uploaded into a specific meeting-type archive.

- **Indexed and searchable content based off of meeting agendas.**

Users can perform keyword searches to jump directly to specific topics and can also subscribe to agendas or keyword searches to get real-time notifications when new relevant content becomes available.

- **24/7 Technical support for issues.**

Technical support is available 24/7 via our after-hours support line (800.314.0147). Regular support hours are 8:00am-10:00pm Eastern via the channels outline in the Ongoing Support and Hosting Services section of our proposal.

- **Ability to record Council meetings and provide live streaming of meetings. (please provide quote for video equipment in proposal).**

Recording equipment (e.g., cameras and microphones) would need to be supplied by your A/V vendor. Granicus will provide the encoding appliances, but not the recording equipment itself.

Implementation Approach and Training

KEY STAFF

While we cannot assign staff prior to being selected, we can assure you that our project teams and Project Managers are highly qualified and will be selected in direct coordination with Hapeville if we are awarded the business. We may be able to provide an org chart to Hapeville once an NDA is in place because we cannot provide this information when it is subject to a FOIA request from a potential competitor.

IMPLEMENTATION METHODOLOGY, MILESTONES, AND DELIVERABLES

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

MILESTONE 1: PROJECT START UP

Staffing and Project Management

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

Project Plan

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

Deliverables:

- 1. Communication Plan:** Client and Granicus will collaborate on and document processes to communicate project information to Client and vice versa. The plan, at minimum, should include:
 - a. **Regularly Scheduled Status Calls:** Members of both Client and Granicus project teams should participate in regularly scheduled calls to provide status updates, discuss open issues, project risks, etc.
 - b. **Written Status Updates:** Both Client and Granicus Project Managers should also provide written status updates at regularly scheduled intervals (e.g., weekly) to an agreed upon distribution of stakeholders, project team members and other appropriate personnel at both Client and Granicus.
 - c. **Escalations:** In the event that the Granicus Project Manager does not respond to Client's needs, Client shall directly contact Granicus's Director of Professional Services (please email implementation@granicus.com to contact the Director of Professional Services).
- 2. Resource Plan:** Client and Granicus will collaborate to compile a list of all personnel from Client and Granicus that are associated with the project. The list should include each person's role in the project and contact information as well as their allocation to the project.

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

Document Review and Technical Information Gathering

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

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

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

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

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

MILESTONE 2: IMPLEMENTATION

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

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

Deliverables:

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

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

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

MediaManager Deliverables:

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

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

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

Deliverables:

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

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

Deliverable: iLegislate App

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

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

Client is responsible for receiving the hardware on its end and installing the hardware components as agreed to in the network diagram. The Granicus Project Manager will be available to support Client remotely in installing the servers and verifying their set-up and functionality at the Client site. Before Granicus can begin the remote installation of the transparency solution, Client must confirm that the network's security and firewall requirements are in place as discussed in the Pre-Deployment Activity Phase. Granicus PM will confirm remote access to the server in preparation for the software installation. Granicus PM will complete a server-side update to the streaming component. Granicus recommends allowing one day's time for the Client IT Lead to run and test the installation of the software solution in Client's environment.

Deliverables:

- a. Hardware components
- b. Email confirmation that testing is complete
- c. LiveManager: The LiveManager application allows for full meeting control with the ability to start, stop, pause, index, and annotate events. Other key functionality includes recording roll call, time stamping video, and recording motions and votes. It is recommended to be installed on one primary workstation and at least one backup. LiveManager will be installed the day(s) of the encoder installation.

LiveManager Deliverables:

- a. LiveManager installation URL
- b. Technical Solutions Guide

6. Peak Agenda Management: Peak Agenda Management is an application creating and managing meetings and agenda items. It provides a citizen-facing portal for publishing agenda and agenda packets.

Requirements:

- a. Current web browser (pursuant to the [Granicus Web Browser Compatibility Matrix](#) and the [Granicus Tablet Applications Support Matrix](#))
- b. Internet connection

Deliverables:

- a. URL to access Peak
- b. Training and training materials
- c. iFrame code (for public display of information)
- d. Agenda template (to be selected from four design options)

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

PROJECT TEAMS

GRANICUS PROJECT TEAM

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

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

The Granicus resources assigned to this project will be knowledgeable of the Granicus modules included in the solution and Client's business processes and requirements. These resources shall be fully capable of performing assigned duties, fulfilling project commitments, and communicating with Client team members effectively.

Granicus Project Manager Responsibilities

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

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

HAPEVILLE PROJECT TEAM

Hapeville will assign the following team roles:

Project Manager (Hapeville PM): This is the main point of contact responsible for the implementation and adherence to project plans. See below for the full job description.

Clerk: It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of the Council, from the approval process of legislation to the creation of minutes. This person will also be responsible for indexing the recording during the meeting if video/audio recording is involved.

IT Lead: The IT Lead works closely with the Project Manager to ensure that the solution is deployed properly and helps solve IT issues that might arise.

Solution Administrator: The Solution Administrator should be a person who is closely involved with the legislative and meeting processes: from the approval process of legislation to the creation of minutes to the online publication of meetings. The Solution Administrator's responsibilities will include, but not be limited to: collaboration with Granicus resources on the project schedule deliverables; and coordination with key stakeholders, representatives, and decision makers.

Backup Solution Administrator: This Backup Solution Administrator will serve as the backup to the Solution Administrator and preferably has a solid understanding of the legislative and meeting processes of Client jurisdiction as well as a good level of technological skills.

Video Indexer: Should the solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be from the Clerk's staff or a member of the A/V team depending on Client's unique workflow.

Subject matter experts (SMEs), including but not limited to: Client Council Secretary, Legislative Analyst(s), and other representatives, as deemed appropriate, from Client Attorney's Office, Mayor's Office, Clerk & Recorder's Office, Budget Management Office, etc.

Granicus will work with Client to make adjustments to the project team roles as deemed appropriate. The allocation of Client resources to the project may be variable according to:

- a. The duration of the project
- b. The level of internal Client agreement
- c. The number of customizations required in the solution

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

Client Project Manager Responsibilities

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

1. Collaborate with the Granicus Project Manager to establish the project schedule and deliverables

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

PROJECT SCHEDULE

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

	Phase	Scheduled Completion
1	Project Start-Up	2 weeks from contract execution
2	Implementation	1-9 week(s) from contract execution
3	Implementation Completion	1-10 week(s) from contract execution
4	Training	11-14 weeks from contract execution
5	Scope of Work Completion	12-15 weeks from contract execution

TESTING

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

Granicus will resolve all defects and complete any change requests that arise during testing and will review the fixes for all defects with Client. A change request is defined as request to add, modify, or delete a specific unit of functionality from what was

documented in the original requirements. A defect is defined as any error, flaw, mistake, failure, or fault that prevents a unit of functionality, or the system, from working as intended, or to produce an incorrect result. Any and all security flaws (in any application layer) shall also be classified as defects. Client will test and sign off on defects as they are resolved. Any presence of defects or process of resolving defects will not impede milestone close out without Granicus's express approval.

Deliverable: Written confirmation of the successful completion of testing

TRAINING

Granicus will provide online training to Hapeville's designated System Administrators and on-site training for user training, which will be administered in a train-the-trainer approach.

Ongoing Support and Hosting Services

Our support team includes dedicated personnel to handle web, email, and phone support. Clients also have access to the Granicus Support Portal for self-training and issue submission.

SCHEDULED MAINTENANCE

govMeetings (including VoteCast). Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, will provide the customer with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

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

HOW TO CONTACT GRANICUS

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

CONTACT INFORMATION

Online (recommended)	support.granicus.com
Email	support@granicus.com
Phone (for urgent issues)	800.314.0147

SUPPORT HOURS

US Regular Hours 8:00 AM – 10:00 PM Eastern Monday – Friday
Urgent After-Hours Support is also available at 800.314.0147

System Status

Granicus System Status: status.granicusops.com

How We Rank Cases

PRIORITY 1: EMERGENCY

Target Initial Response: within 1 hour

Severe application problem that causes productivity to cease for a large number of staff or complete loss of service to either website or intranet (application-related site outage).

Examples:

- Web server is running but application is non-functional
- SQL-server errors not related to hardware
- Page watch is not working as expected

PRIORITY 2: URGENT

Target Initial Response: within 4 business hours

Application/service is available, but in a degraded mode. A workaround is possible or a brief loss of service is acceptable. Impacts only a small group or causes work to cease for an individual.

Examples:

- Site is operational, but search, calendar, or other modular functionality is non-operational or impaired
- Application is operational but bulletin sending is disrupted

PRIORITY 3: MEDIUM

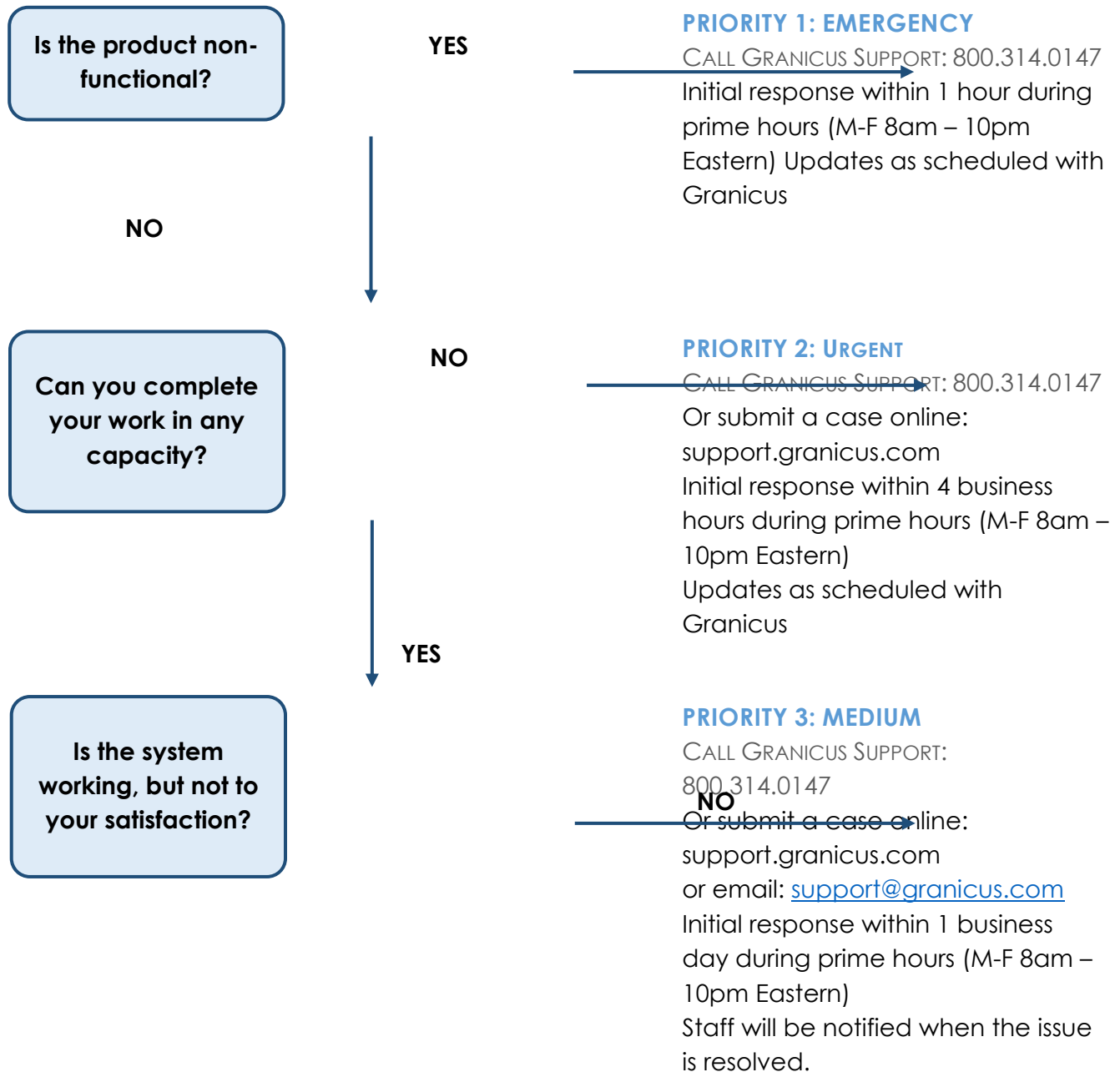
Target Initial Response: within 1 business day

Moderate business impact; issues have affected productivity. A workaround may exist or the problem is for a non business-critical task.

Examples:

- File attachments won't upload
- Text is not rendering correctly
- Bulletins are sending but sending not as quickly as expected or with higher than usual bounce rates

Note: The initial response represents the ideal target time for assignment of the case to a Customer Support Engineer and the initial acknowledgement of the issue. The resolution time will depend on the severity and complexity of the issue and the nature of the resolution required.



SECURITY OVERVIEW

Data Center Security

Having a robust and secure data center implementation is a necessity, not an option. Granicus Data Centers are designed for reliability and redundancy. Our data centers are guided by a "defense-in-depth" security strategy to ensure reliable access of government data. With a 99.9% uptime, we are confident that customer data are always available.

Data Center Requirements

- Secure - SSAE-16 Accreditation
- Reliable Network
- Data Availability: 99.98% Uptime
- Redundant Backups

Granicus Server Locations

- Primary Data Center in Ashburn, VA
- Backup Data Center in San Francisco, CA

Architecture & Data Center Redundancy

The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and disruptions have no impact on the availability of Granicus applications.

Robust Security Layers

Granicus implements a series of protective layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security
- Edge-to-edge security, visibility, and carrier-class threat management and remediation. We utilize industry-leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets.
- Network issues: traffic and routing instability, equipment failures, or misconfigurations
- Hardened, stateful inspection firewall technology
- An Intrusion Detection System (IDS) utilizing signature-, protocol-, and anomaly-based inspection methods
- 24/7/365 firewall, VPN, and IDS support and maintenance
- Security policies and procedures that are constantly maintained, tested, and updated

A Security Incident Response team/SSAE-16 accreditation ensures all customer data is secure from any tampering.

DATA RETENTION AND STORAGE LIMITS

There are no limits on the amount of data storage and there are no restrictions on how long the data can be stored.

Hardware/Software Requirements

PEAK AGENDA MANAGEMENT REQUIREMENTS

Peak only requires the following to be installed on each user's machine:

- Current web browser (pursuant to the [Granicus Web Browser Compatibility Matrix](#) and the [Granicus Tablet Applications Support Matrix](#))
- Internet connection

There are no further requirements and the software does not need to be installed locally because it is browser-based. Permissions are granted by the System Administrator, and basic internal users will require a username and password to login.

ENCODING APPLIANCE REQUIREMENTS

The Encoding Appliance is a Microsoft Windows server recording in H.264 compatible MP4s. More specific server details—including size, weight, power requirements, and network requirements—please see the [Granicus Encoding Appliance \(Windows 7\) Technical Solutions Guide](#). You will also need to have LiveManager installed – which will be provided by Granicus.

References

Client Reference	Flowery Branch, GA
Address	5410 W.Pine St. Flowery Branch, GA. 30542
Main Contact	Melissa McCain – City Clerk
Contact	(770) 967-6371
Client since	2015
Solution/Scope	Peak Agenda Solution & Granicus Streaming solution
Public view page	https://www.flowerybranchga.org/meetings

Client Reference	Miami Shores, FL
Address	10050 Northeast 2nd Avenue Miami Shores, Florida 33138
Main Contact	Ysabely Rodriguez – Village Clerk
Contact	(954) 457-1469
Client since	2018
Solution/Scope	Peak Agenda Solution & Granicus Streaming solution
Public view page	http://www.msvfl.gov/miami-shores-village/livestream.html

Client Reference	Bal Harbour, FL
Address	655-96 th St. Bal Harbour, Florida 33154
Main Contact	Dwight Danie – Village Clerk
Contact	(305) 866-4633
Client since	2017
Solution/Scope	Peak Agenda Solution & Granicus Streaming solution
Public view page	https://balharbourfl.gov/government/agenda

Client Reference	Middleburg, VA
Address	10 West Marshall St. Middleburg, VA 20118
Main Contact	Rhonda North – Town Clerk
Contact	(540) 687-5152
Client since	2018
Solution/Scope	Peak Agenda Solution
Public view page	https://www.middleburgva.gov/video-agenda---town-meetings-1.html

Client Reference	Blendon, OH
Address	6350 S. Hempstead Rd. Westerville, OH 43081
Main Contact	Bryan Rhoads – Town Administrator
Contact	(614) 839-2013
Client since	2017
Solution/Scope	Peak Agenda Solution
Public view page	https://blendontwp.granicus.com/ViewPublisher.php?view_id=1

Pricing

Please refer to our attached Cost Proposal.

Proposed Legal Agreement

SOFTWARE LICENSING

The licensing for this solution is considered to be a site license with an unlimited number of seats for the City of Hapeville.

PROPOSED LEGAL AGREEMENT

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is entered into and effective _____, 2019 ("Effective Date") by and between the City of Hapeville ("**Customer**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Customer and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Customer accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Customer will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"Granicus Products and Services" means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products and services accessible for use by Customer on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

"Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. Ordering and Scope

- 2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.
- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.
- 2.3. Future Functionality.** Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the “Permitted Use”). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order or SOW.
- 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus’ written permission and professional services support for list cleansing.
- 3.2.2. Passwords.** Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Customer’s passwords.
- 3.2.3. Content.** Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

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

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

3.3. Restrictions. Customer shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus customers;

3.3.3. Customer must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

3.3.4. Customer must not use the Services as a door or signpost to another server.

3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.7. Use the Granicus Products and Services for any unlawful purposes;

3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

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

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

4. Payment

4.1. Fees. Customer agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or

SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTIONS 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access

to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

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

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to

in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.

- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.
- 7.4. Rights and Obligations After Termination.** In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.
- 7.5. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

- 8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.
- 8.2. LIMITATION OF LIABILITY.** EXCEPT FOR CUSTOMER'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

- 9.1. Indemnification by Granicus.** Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement (“Claims”) and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, “Losses,” and including reasonable attorneys’ fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Customer any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Customer (or by anyone under Customer’s direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer’s required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer’s use (or use by anyone under Customer’s direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Customer’s sole and exclusive remedy, and Granicus’ entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.
- 9.2. Indemnification by Customer.** Customer shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer’s (or that of anyone authorized by Customer or using logins or passwords assigned to Customer) use or modification of any Granicus Products and Services; (b) any Customer content; or (c) Customer’s violation of applicable law.
- 9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party’s prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

- 10.1. Relationship of the Parties.** Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

- 10.2. Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.
- 10.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.
- 10.5. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7. No Third-Party Beneficiaries.** Subject to Section 10.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.8. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus	City of Hapeville, GA
ATTN: Contracts	ATTN:
Address: 408 St. Peter Street Suite 600 Saint Paul, MN 55102	Address:
Phone: (651) 757-4154	Phone:
Email: contracts@granicus.com	Email:

- 10.9. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.
- 10.11. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Customer's request for RFI, RFP, RFQ; and (5) Customer's RFI, RFP, RFQ.
- 10.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.
- 10.13. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Granicus

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

City of Hapeville, GA

By:

(Authorized Signature)

Name:

(Print or Type Name of Signatory)

Title:

Date:

(Execution Date)

Date:

(Execution Date)

Additional Information

Because our User Guides are quite dense, we have provided links to our User Guides so you can view them at your convenience:

Granicus Platform User Guide:

<https://support.granicus.com/s/article/Granicus-Platform-User-Guide?p=&q=granicus+platform+user+guide&c=Legislative+and+Agenda+Management+Suite&at=Granicus+Platform+User+Guide&aid=kA246000000M6e6CAC&an=000004395>

Peak Agenda Management User Guide:

<https://support.granicus.com/s/article/Peak-Agenda-Management>

MediaManager User Guide:

<https://support.granicus.com/s/article/MediaManager-User-Guide?p=MediaManager&q=mediamanager+user+guide&c=Legislative+and+Agenda+Management+Suite&at=MediaManager+User+Guide&aid=kA246000000M6bfCAC&an=000004259>

Live Manager User Guide:

<https://support.granicus.com/s/article/LiveManager-User-Guide?p=&q=livemanager+user+guide&c=Legislative+and+Agenda+Management+Suite&at=LiveManager+User+Guide&aid=kA246000000M6hUCAS&an=000004605>

Scope of Work

1. INTRODUCTION AND BACKGROUND

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

Client has selected Granicus to provide a(n) Peak Agenda Management and Video Streaming solution. Business objectives to be achieved by this solution are as follows:

Open Platform and Government Transparency

- Give citizens access to live and archived streaming through Client website
- Import agendas and index video live
- Manage and distribute unlimited meetings and events automatically
- Integrate closed captions with video
- Measure participation with in-depth video analytics
- Streamline live meeting processes into a workflow that combines minutes with meeting recordings
- Record roll call, agenda items, speakers, motions, votes, and notes through a simple interface

Peak Agenda Management

- Digitally create and manage agenda items
- Enable collaboration on agenda items to improve efficiency
- Schedule and maintain meetings for the primary meeting bodies
- Automate the agenda creation process
- Easily create and distribute paperless agenda packets to mobile and web
- Generate a searchable repository of agendas and agenda items

All Solutions

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

2. PROJECT SCOPE

2.1. GRANICUS MODULES

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

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

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

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

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

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

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

4. Encoding Appliance hardware is pre-configured and includes:

- a. Live and on-demand streaming on computers, tablets, and other mobile devices
- b. Granicus maintenance updates
- c. Extraction and display of embedded closed captions to help maintain ADA compliance
- d. H.264 video codec encoding
- e. HTML5 and Flash compatible streaming delivery
- f. Available encoding quality settings

Encoding Quality	Dimensions		Combined Bitrate	Video Bitrate	Audio Bitrate
Profile	Width	Height	kbps	kbps	kbps
Low	320	240	350	350	96
Medium	480	360	696	600	96
High	640	480	1096	1000	96
Widescreen (Low)	480	288	516	420	96
Widescreen (Medium)	640	360	816	720	96
480p	720	480	1096	1000	96
720p*	1280	720	2096	2000	96

* 720P "HIGH DEFINITION" STREAMING AND ARCHIVING IS AN ADDITIONAL COST. GRANICUS STRONGLY ENCOURAGES USING A PERFORMANCE ACCELERATOR WHEN HIGH DEFINITION IS IMPLEMENTED.

6. LiveManager allows for full meeting control with the ability to start, stop, pause, index, and annotate events. Other key functionality includes: recording roll call, time stamping agenda items/video, and recording motions and votes.

7. MediaManager allows system administrators to have granular control over the actions that users are allowed to perform. The administration feature in MediaManager is a central hub for preparing and publishing content in Client's Granicus solution. In addition to publishing content, Client can manage user access and view usage reports (non-Legistar clients only. Legistar is Granicus's legislative management solution.)

8. Peak Agenda Management offers a complete, web-based solution for managing the agenda workflow process. Features include the following:

- a. Initial configuration for one meeting body and one agenda template and ongoing support of Peak for the meeting bodies that Client chooses to maintain in Peak
- b. Automation of the following business processes to support a streamlined workflow, with modifications to achieve the best practices as necessary:
 - i. Agenda Item Creation: Creating and managing agenda items and supporting attachments
 - ii. Agenda Item Review and Approval: Routing agenda items through sequential or concurrent approval phases
 - iii. Meeting Scheduling: Scheduling one time or recurring meetings
 - iv. Real-Time, Dynamic Agenda Management: Creating draft and final agendas made up of approved agenda items
 - v. Paperless Publishing and Distribution: Publishing agenda and agenda packets to iLegislate and the web.
- c. Selection of one agenda report template to be used for all meeting bodies
- d. Dashboard for quick access to important data
- e. Admin section to configure and maintain system information

2.2. LICENSING, TRAINING, MANAGED SERVICES, AND SUPPORT

1. The licensing for this solution is considered to be a site license.
2. Software configuration and installation as included in the upfront and managed service fees
3. Installation of the software system into one environment
4. Configuration, support, and software updates for one meeting body are included in the monthly managed service fees. A meeting body is understood to mean a body that requires any combination of the following:
 - a. A unique agenda template
 - b. A unique minutes template
 - c. Any other unique template
 - d. A separate meeting type, title, or purpose

Additional meeting bodies are considered out of scope.

5. Integration and validation with existing Granicus solution and content
6. Go-Live support
7. Training Classes. Granicus will provide online training to Client's designated System Administrators and on-site training for user training, which will be administered in a train-the-trainer approach.
8. Access to reference and support materials and documentation
9. API Integrations. Granicus makes available the use of its various APIs to its Clients to enable them to extend their Granicus data in a variety of ways. Examples include leveraging the API to import data from a third-party system into Granicus and, conversely, exporting data to a third-party system. Granicus will provide its APIs, as well as any existing documentation, to Client upon request. Any modification to the API is considered out of scope.

3. OUT OF SCOPE

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

1. CREATION OF CUSTOM REPORTS

- a. A custom report is defined as a report that requires modifications to either the core code of Legistar or the reporting engines.
- b. Examples of out-of-scope custom reports include, but are not limited to:
 - i. Creating a brand-new data field that does not exist on any report or existing database
 - ii. Having data that displays on one type of report display on another
 - iii. Adding a second logo to a report
- c. The creation of any custom reports requires a separate assessment and project scope. Billing for custom reports is assessed on an hourly basis at the current professional services rate.

2. API INTEGRATIONS

- a. Examples of out-of-scope API requests include, but are not limited to:

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

3. DATA CONVERSION AND MIGRATION OF HISTORICAL DATA INTO GRANICUS. A data conversion/migration is defined as a service whereby Client requests Granicus to move, convert, upload, or otherwise make available any data not originally generated by a Granicus product to appear or be utilized in Client's Granicus solution. Common scenarios include (but are not limited to):

- a. Moving previous video data captured by another system or process into the Granicus solution
- b. Moving previous agenda, minutes, legislative documents or data into the Granicus solution
- c. Ensuring the video data and meeting documents remain associated with a specific meeting

4. PRODUCT CHANGES OR ENHANCEMENTS. If Client wishes to make a feature request, it may do so at any time through its Granicus Project Manager during this implementation. Granicus, at its sole discretion, will then choose whether to and how to implement any given product request.

4. PROJECT TEAMS

4.1. GRANICUS PROJECT TEAM

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

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

The Granicus resources assigned to this project will be knowledgeable of the Granicus modules included in the solution and Client's business processes and requirements. These resources shall be fully capable of performing assigned duties, fulfilling project commitments, and communicating with Client team members effectively.

Granicus Project Manager Responsibilities

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

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

4.2. CLIENT PROJECT TEAM

Client will assign the following team roles:

Project Manager (Client PM): This is the main point of contact responsible for the implementation and adherence to project plans. See 4.2.1 below for the full job description.

Clerk: It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of the Council, from the approval process of legislation to the creation of minutes. This person will also be responsible for indexing the recording during the meeting if video/audio recording is involved.

IT Lead: The IT Lead works closely with the Project Manager to ensure that the solution is deployed properly and helps solve IT issues that might arise.

Solution Administrator: The Solution Administrator should be a person who is closely involved with the legislative and meeting processes: from the approval process of legislation to the creation of minutes to the online publication of meetings. The Solution Administrator's responsibilities will include, but not be limited to: collaboration with Granicus resources on the project schedule

deliverables; and coordination with key stakeholders, representatives, and decision makers.

Backup Solution Administrator: This Backup Solution Administrator will serve as the backup to the Solution Administrator and preferably has a solid understanding of the legislative and meeting processes of Client jurisdiction as well as a good level of technological skills.

Video Indexer: Should the solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be from the Clerk's staff or a member of the A/V team depending on Client's unique workflow.

Subject matter experts (SMEs), including but not limited to: Client Council Secretary, Legislative Analyst(s), and other representatives, as deemed appropriate, from Client Attorney's Office, Mayor's Office, Clerk & Recorder's Office, Budget Management Office, etc.

Granicus will work with Client to make adjustments to the project team roles as deemed appropriate. The allocation of Client resources to the project may be variable according to:

- d. The duration of the project
- e. The level of internal Client agreement
- f. The number of customizations required in the solution

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

Client Project Manager Responsibilities

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

1. Collaborate with the Granicus Project Manager to establish the project schedule and deliverables
2. Ensure that all members of Client project team have a clear understanding of their respective responsibilities throughout the project
3. Manage the activities of Client's project team and partner resources to ensure the on-time completion of tasks and deliverables; create, maintain/update and complete all required project artifacts and other documentation
4. Monitor the progress of the project and advise the Granicus Project Manager of any risks that could impact an on-time completion of deliverables
5. Manage and track the project budget; flag for the project sponsors if additional funds are needed to complete the project
6. Maintain regular communications with the Granicus Project Manager and Client's project sponsors
7. Ensure that members of the Granicus Project Team have to Client's legislative process documentation and other Client resources to gain a sufficient

understanding Client's legislative process and requirements to ensure a successful and effective implementation of the solution

8. Ensure that any customizations to the solution are fully specified and documented
9. Ensure that change orders contain a complete description and specification of the changes required

5. PROJECT TIMELINE

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

	Phase	Scheduled Completion
1	Project Start-Up	2 weeks from contract execution
2	Implementation	1-9 week(s) from contract execution
3	Implementation Completion	1-10 week(s) from contract execution
4	Training	11-14 weeks from contract execution
5	Scope of Work Completion	12-15 weeks from contract execution

6. MILESTONES

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

6.1. MILESTONE 1: PROJECT START UP

6.1.1. Staffing and Project Management

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

6.1.2. Project Plan

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

Deliverables:

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

- a. **Regularly Scheduled Status Calls:** Members of both Client and Granicus project teams should participate in regularly scheduled calls to provide status updates, discuss open issues, project risks, etc.
- b. **Written Status Updates:** Both Client and Granicus Project Managers should also provide written status updates at regularly scheduled intervals (e.g., weekly) to an agreed upon distribution of stakeholders, project team members and other appropriate personnel at both Client and Granicus.
- c. **Escalations:** In the event that the Granicus Project Manager does not respond to Client's needs, Client shall directly contact Granicus's Director of Professional Services (please email implementation@granicus.com to contact the Director of Professional Services).

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

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

6.1.3. Document Review and Technical Information Gathering (OP/GT/ME without Legistar)

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

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

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

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

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

6.2. MILESTONE 2: IMPLEMENTATION

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

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

Deliverables:

- c. Architecture Design Document
- d. Summary of Configuration Design Document

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

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

MediaManager Deliverables:

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

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

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

Deliverables:

- d. Custom player
- e. View page
- f. Agenda documents

4. iLegislate: iLegislate, enables elected officials to review meeting agendas, supporting documents and archived videos on any iPad or Android tablet. Users can bookmark

items on the agenda (and pdf attachments) while offline. iLegislate is a free app that can be downloaded from iTunes or Google Play and works with any Granicus suite.

Deliverable: iLegislate App

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

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

Client is responsible for receiving the hardware on its end and installing the hardware components as agreed to in the network diagram. The Granicus Project Manager will be available to support Client remotely in installing the servers and verifying their set-up and functionality at the Client site. Before Granicus can begin the remote installation of the transparency solution, Client must confirm that the network's security and firewall requirements are in place as discussed in the Pre-Deployment Activity Phase. Granicus PM will confirm remote access to the server in preparation for the software installation. Granicus PM will complete a server-side update to the streaming component. Granicus recommends allowing one day's time for the Client IT Lead to run and test the installation of the software solution in Client's environment.

Deliverables:

- d. Hardware components
- e. Email confirmation that testing is complete
- f. LiveManager: The LiveManager application allows for full meeting control with the ability to start, stop, pause, index, and annotate events. Other key functionality includes recording roll call, time stamping video, and recording motions and votes. It is recommended to be installed on one primary workstation and at least one backup. LiveManager will be installed the day(s) of the encoder installation.

LiveManager Deliverables:

- c. LiveManager installation URL
- d. Technical Solutions Guide

6. Peak Agenda Management: Peak Agenda Management is an application creating and managing meetings and agenda items. It provides a citizen-facing portal for publishing agenda and agenda packets.

Requirements:

- a. Current web browser (pursuant to the [Granicus Web Browser Compatibility Matrix](#) and the [Granicus Tablet Applications Support Matrix](#))
- b. Internet connection

Deliverables:

- e. URL to access Peak
- f. Training and training materials
- g. iFrame code (for public display of information)
- h. Agenda template (to be selected from four design options)

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

6.3. MILESTONE 3: IMPLEMENTATION COMPLETION

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

Granicus will resolve all defects and complete any change requests that arise during testing and will review the fixes for all defects with Client. A change request is defined as request to add, modify, or delete a specific unit of functionality from what was documented in the original requirements. A defect is defined as any error, flaw, mistake, failure, or fault that prevents a unit of functionality, or the system, from working as intended, or to produce an incorrect result. Any and all security flaws (in any application layer) shall also be classified as defects. Client will test and sign off on defects as they are resolved. Any presence of defects or process of resolving defects will not impede milestone close out without Granicus's express approval.

Deliverable: Written confirmation of the successful completion of testing

6.4. MILESTONE 4: TRAINING

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

Module or Software Solution	Training Provided
Open Platform and Government Transparency	Three 2-hour sessions 1. Pre-/During Meeting Steps 2. Post-Meeting Steps 3. Review/iLegislate

Module or Software Solution	Training Provided
iLegislate Voting	1. Self-led online training OR option to purchase instructor-led onsite or instructor-led online training
Legislative Management	Admin Training: Two 2-hour online, instructor-led sessions prior to onsite training. Three days onsite Day 1: Project Overview, Drafter Training, Approver Training, and Agenda Generation Prep Day 2: Agenda Generation, LiveManager, and MediaManager Day 3: Minutes Processing, Workflow Review, and iLegislate
Peak Agenda Management	One one-hour setup call, two 90-minute sessions, and one 90-minute review call 1. Pre-Training Setup Call 2. Two 90-minute, instructor-led training sessions for stakeholders: technical and business Post-Go-Live Review Call
	3.

Requirements:

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

Deliverables:

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

6.5. MILESTONE 5: SCOPE OF WORK COMPLETE

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

1. Integration tested (with ability to provide evidence of testing upon Client's request)
2. End-to-end configuration and functionally tested

6.5.1. Documentation

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

Documentation will include but is not limited to:

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

6.5.2. Close-Out Process

1. Close out invoicing
2. Finalize and deliver remaining documentation, recorded trainings, etc.
3. Granicus will provide a plan to Client for post-implementation support and maintenance. After Milestone 4: Training, Client will be introduced to assigned Client Success Manager (CSM) who will serve as the primary contact for any issues Client encounters or questions remaining in the first 30 days of solution usage. CSM will educate Client on how best to engage with and access the Granicus Customer Support Team. After the initial 30-day period with the dedicated CSM, the Customer Support Team will be responsible for assisting Client with any issues.

7. ASSUMPTIONS

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

7.1. PROJECT MANAGEMENT ASSUMPTIONS

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

3. Project initiation will occur upon signature of the Agreement by both parties. All dates in this SOW are subject to a mutually agreed upon schedule after execution of the Agreement.

7.2. TECHNICAL ASSUMPTIONS

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

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

Recommended Platforms and Browsers:

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

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

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

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

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

7.3. SCOPE AND COST ASSUMPTIONS

1. Both Granicus and Client will follow a [Change Order](#) process for handling any work that is not defined in this Scope of Work. The Change Order process is jointly managed by the Granicus and Client Project Managers. All changes must be documented in a [Change Log](#), and approved by both parties prior to work being undertaken.
2. Requested Client changes to the Scope of Work may increase project costs or introduce timeline delays.

7.4. TRAINING ASSUMPTIONS

1. Client will have appropriate staff members attend and participate in the training sessions as to allow the training sessions to be completed in the time designated in the project plan. It is critical that senior personnel from Client attend all necessary training in that they will be the people that the junior people come to for assistance.
2. Granicus assumes that Client will provide a training facility suitable for those purposes and in a timeframe supported by the project plan.
3. Granicus will train a core group of users onsite. These users will be responsible for educating others within Client organization after formal Granicus training ends (the "train-the-trainer" approach).