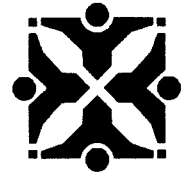


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 83-15

Department Source: City Manager, Information Services

To: City Council

From: City Manager & Staff

Council Meeting Date: 5/18/2015

Re: Agenda and Boards/Commissions Management Software

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: None

Executive Summary

This resolution and the attached agreement will enable Granicus to provide City staff with agenda management and boards/commissions management software.

Discussion

This agreement between the City of Columbia and Granicus provides the implementation of and subscription to Granicus's agenda management and boards and commissions management software. This software will aid staff with the creation of agendas, minutes, reports, and public comments for Council and all boards and commissions.

The current agenda creation process involves a lot printing cost and staff time to coordinate edits and approvals for agenda items. Staff began the process of reviewing vendor demos and creating an RFP for an agenda management software solution for our current process in late 2014. The Granicus software was the selected vendor from the RFP process. One component of the agreement was implemented in advance of the this resolution. Granicus's "SpeakUp", an online citizen engagement platform, was launched as Phase I to allow time to gather citizen input before the upcoming Council vote on the projects list for the August 2015 CIST renewal ballot. This phase of the agreement was executed by the City's purchasing agent to meet Council and ballot deadlines. SpeakUpCoMo.com has been launched and is provided to the City at a cost of \$300.00 per month.

The three main components of the software are listed below:

Legislative Management Suite - Provide the ability to streamline the agenda creation process via agenda packet generation and publication, and implementation of electronic approval process.

Meeting Efficiency Suite - Live meeting solution that combines minutes with a meeting's recording.

Citizen Participation Suite - Enable Columbia to collect and prioritize community ideas through eComments on agenda items and obtained focused answers on important topics for the community.

City of Columbia

701 East Broadway, Columbia, Missouri 65201



These solutions will help make the agenda creation process paperless (cost savings), create a more effective process and system for making changes to the agenda, and create a more efficient process for the whole agenda process from creation of the agenda to sharing minutes. The upfront cost for implementing the software is \$24,820.00 and the monthly fee is \$1,584.42.

Fiscal Impact

Short-Term Impact: \$24,820.00 up front, \$1,584.42 per month for Open Platform and Government Transparency Suites, Legislative Management Suite - Legistar, Meeting Efficiency Suite, and eComment.

Long-Term Impact: N/A

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Not Applicable

Strategic Plan Impact: Not Applicable

Comprehensive Plan Impact: Not Applicable

Suggested Council Action

Staff recommends passage of this resolution.

Legislative History

N/A



Department Approved



City Manager Approved

Introduced by _____ Council Bill No. _____ R 83-15

A RESOLUTION

authorizing a service agreement with Granicus, Inc. for
subscription to and implementation of an agenda management
software program.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS
FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a service agreement
with Granicus, Inc. for subscription to and implementation of an agenda management
software program. The form and content of the agreement shall be substantially as set
forth in "Attachment A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “**Agreement**”), is entered into between Granicus, Inc. (“**Granicus**”), a California Corporation, and the City of Columbia, a municipality in the State of Missouri (the “**Client**”) on the date of the last signatory noted below (the “**Effective Date**”). Client and Granicus are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

A. WHEREAS, Client has need for a software solution to automate the City Council agenda management process and that of other City boards commissions, and task forces; and

B. WHEREAS, Client has advertised for proposals, has received said proposals, analyzed same and selected Granicus for the Project; and

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

D. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, Pricing and Initial SOW, which is attached as Exhibit A, and incorporated herein by reference, (ii) continue with Client’s existing solution as described in the Current Solution document, which is attached as Exhibit B, and incorporated herein by reference, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibits A and B; and

E. WHEREAS, Section 2-459 of the City Code of Ordinances provides for the authority of the purchasing agent to contract for the purchase of supplies, materials, equipment and services; and

F. WHEREAS, Section 2-461 prohibits the purchasing agent from entering into a contract when the length of the original term plus all extended terms exceeds five (5) years and three (3) months; and

G. WHEREAS, because it was important to Client to have the Citizen Participation, Legislative Management and Meeting Efficiency Suites operational as soon as possible, the Purchasing Agent has executed an agreement for Phase 1 of this Project. All other portions of this Project shall be addressed by this Agreement. In addition, this Agreement shall restate and replace Purchasing Contract Number 133/2014.

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

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

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

2. GRANT OF LICENSE.

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

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

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

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal. Client shall be able to use the Granicus Software for all City of Columbia meeting bodies including but not limited to the Columbia City Council, boards, commissions, and task forces.

3. PAYMENT OF FEES.

3.1 Client agrees to pay all undisputed costs as outlined in Exhibits A and B. If any training or services are identified as optional in Exhibits A and B, Client shall only pay fees, costs and expenses for optional training or services that are pre-authorized by Client in writing.

3.2 Fifty percent (50%) of all up-front fees for all product suites are due upon Granicus' receipt of a purchase order. Fifty percent (50%) of up-front fees for each product suite are due upon completion of deployment for that suite. The remaining fifty percent (50%) of upfront fees are due upon completion of the five (5) week roll out period as designated in the Statement of Work. Quarterly billing for Managed Services for associated product suites shall begin upon completion of deployment of each suite. Client will be invoiced a pro-rated amount from the product suite deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that each suite is fully operational separate from the other purchased suites. Client's acceptance of any individual suite is not conditioned upon the acceptance of any other suite as they are separate solutions.

For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus and Client to be ready for Client's use and tested by Client.

For Legislative Management deployment is complete once the hardware and software are installed, tested, and deemed by Granicus and Client to be ready for Client's use, and the Legistar database is configured for Client and tested by Client. The database is considered to be fully configured after the final Needs Analysis Call.

3.3 Granicus, Inc. shall send all invoices to:

Name: City of Columbia Finance Department
Attention: Accounts Payable
Address: P.O. Box 6015
Columbia, MO 65205-6015

With a copy to: Heather Cole, City Manager's Office
P.O. Box 6015
Columbia, MO 65205-6015

3.4 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of three (3) percent a year on Client's Managed Services Fee.

3.5 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training for each suite must be completed within sixty (60) days of the date of the first date of training of that particular suite. Any purchased training not used during this sixty (60) day period will expire. If Client feels that it is necessary to obtain more training after the initial sixty (60) day period, Client may purchase additional training at that time. Additional training shall be billed at a rate of one thousand seven hundred dollars (\$1,700.00) per onsite day or one thousand seven hundred dollars (\$1,700.00) for three (3) sessions, with each session being two (2) hours long. Client may video-tape the training sessions.

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

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

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

4. CONTENT PROVIDED TO GRANICUS.

4.1 Responsibility for Content. Client shall have sole control and responsibility over the determination of which data and information shall be included in the Client Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content, with Client's consent, that Granicus believes violates any applicable law or this Agreement.

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

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

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

5.2 Each Party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party.

6. LIMITATION OF LIABILITY

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

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by Client under this Agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including without negligence, statutory or otherwise).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

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

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

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

8. TERM.

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for eighteen (18) months after the date hereof. Thereafter, this Agreement shall automatically be renewed for successive terms of one (1) year, unless the Agreement is terminated pursuant to the provisions of this Agreement or unless Client notifies Granicus in writing at least thirty (30) days prior to such automatic renewal that Client does not wish to renew this Agreement.

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

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

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

8.3 Obligations Upon Termination. Upon any termination of this Agreement:

(a) The Parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) The provisions of 2.1, 2.4, , 4, 5, 6.1, 7, 8.3, and 10 of the Agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) Pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow Client limited access to Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

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

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund all monthly Managed Service Fees paid by Client under the current Agreement applicable to the period after the time Granicus ceases to provide the applicable software services or requires Client to cease use of and destroy the Granicus software.

10. INTERLOCAL AGREEMENT.

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. DATA OWNERSHIP AND SECURITY.

11.1 Data Ownership and Security. Granicus and its software shall comply with the requirements of this Section. Granicus shall require its subcontractors or third party software providers or subcontractors at all times comply with the requirements of this section. Granicus covenants that any data from Client, its employees or customers or derived therefrom (hereinafter "Client Data") shall be stored in the United States of America. Client Data or any information derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. All such Client Data and any information derived therefrom shall be confidential and proprietary information belonging to either Client

or its customers or the users of the Software. Granicus covenants that Granicus, its subsidiaries or subcontractors shall not sell or give away any such Client Data or information derived therefrom. Granicus shall maintain the security of Client Data and that of Client's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or Client Data compromised whether it be from harmful code or otherwise, the Party shall notify the other Party of the issue or possible security breach within forty-eight (48) hours.

11.2 Binding Subcontractor and Subsidiaries to Data Security Standards. Granicus shall include similar provisions in Granicus's agreements with subcontractors and subsidiaries whom perform work or services related to these Software Products and or Client's Data contained therein or in the cloud storage.

11.3 No Harmful Code. Granicus warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. Granicus shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code. Granicus shall include a similar provision in its contract with subcontractor.

11.4 Cloud Storage. Granicus shall comply with Client's Cloud Computing Requirements contained in Exhibit H.

11.5 Data Conversion.

(a) This Agreement is contingent upon Client obtaining methods of converting data for each and every data conversion identified by the Parties in the Scope of Work and /or otherwise required to provide Client with the data to meet Client's Functionality Specifications. For each and every data conversion, Granicus shall agree in writing that the data conversion is sufficient to convert the data to Client's Data Conversion Specifications.

(b) Conditions Precedent to the Development of a Data Conversion.

i. Satisfaction of conditions precedent. The Conditions Precedent to Client's obligation under this Agreement shall be each and every one of the following; and under no circumstance shall the following contingencies or conditions precedent be deemed waived by Client.

ii. Conditions Precedent:

a. For each and every data conversion identified within the Scope of Work, the Parties shall develop proposed Specifications for each of the Data Conversion (hereinafter "Data Conversion Specifications" The Parties shall reduce the Data Conversion Specifications to writing which shall be signed and dated by both Parties.

b. For each data conversion, the Parties shall develop a schedule for production, testing, and installation (hereinafter "Data Conversion Schedule.") The Parties shall reduce the schedule(s) to writing which shall be signed and dated by both Parties.

c. For each such data conversion, the Parties shall agree in writing, signed and dated by both Parties, to the testing standards and requirements (hereinafter "Data Conversion Test Standards").

d. Client shall issue written notice to proceed with the development of each data conversion.

iii. Failure of any condition precedent. If each and every Condition Precedent is not satisfied, there is no penalty to Client.

iv. Additions and changes. In addition, the Parties may, at their sole discretions and by mutual agreement, impose additional requirements or specifications, or amend the testing standards, or the performance schedule. Should the Parties agree to change or amend any of the specifications, the performance schedule or the test standard, the changes shall be reduced to writing, signed, and dated by both Parties.

(c) Each data conversion on which Client has issued a written notice to proceed shall be developed according to the specifications in the time periods set forth in the time periods set forth in the Data Conversion Schedule. Upon completion of the development of the data conversion, Granicus shall notify Client that data conversion is complete and ready for testing. Client shall test the data conversion according to the Data Conversion Test Standards. If the data conversion passes Client's testing according to the Data Conversion Test Standards, Client shall issue a written notice of acceptance of the data conversion. *Should Client request changes not documented in the Data Exchange Test Standards after the exchange has been performed, these additional changes will be completed with a time and materials cost of two hundred dollars (\$200) per hour. All such changes shall be mutually agreed upon in writing as an amendment to this Agreement by both Client and Granicus before being performed.*

12. MISCELLANEOUS.

12.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the Parties hereto or, in the case of a waiver, by the Party waiving compliance. Any failure by either Party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

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

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

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

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

12.6 Closed Captioning Services. The Parties agree that Client may enter into a contract with a third party for closed captioning or transcription services. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

12.7 Insurance. Granicus shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as Client's review or acceptance of insurance maintained by Granicus is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Granicus under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

(a) Workers' Compensation & Employers Liability. Granicus shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.

(b) Commercial General Liability. Granicus shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.

(c) Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

(d) Business Auto Liability. Granicus shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Granicus does not own automobiles, Granicus agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

(e) Granicus may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Granicus agrees to endorse Client as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

(f) The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Agreement between Granicus and Client. Granicus is required to maintain coverages as stated and required to notify Client of a Carrier change or cancellation within two (2) business days. Client reserves the right to request a copy of the policy. Granicus's insurance certificate is attached as Exhibit I.

(g) The Parties hereto understand and agree that Client is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to Client, or its elected officials or employees.

(h) Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Granicus fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, Client shall have the right to cancel and terminate this Agreement without notice.

(i) The insurance required by the provisions of this article is required in the public interest and Client does not assume any liability for acts of Granicus and/or their employees and/or their subcontractors in the performance of this Agreement.

12.8 Hold Harmless Agreement. To the fullest extent not prohibited by law, Granicus shall indemnify and hold harmless Client, City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Granicus, of any subcontractors (meaning anyone, including but not limited to consultants having an Agreement with Granicus or a subcontractor for part of the services), of anyone directly or indirectly employed by Granicus or by any subcontractor, or of anyone for whose acts Granicus or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Granicus to indemnify, hold harmless, or defend Client from Client's own negligence.

12.9 Americans with Disabilities Act. Granicus shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves Granicus providing services directly to the public, Granicus shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this Agreement are conditional upon Granicus certifying to Client Manager in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

12.10 Nature of Client's Obligations. All obligations of Client under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

12.11 Missouri Sunshine Law. Nothing in this Agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Revised Statutes Chapter 610 Governmental Bodies and Records (Missouri Sunshine Law). Should Granicus copyright any material provided to Client, Client shall provide Granicus with notice of the receipt of an open records request to allow Granicus to seek to protect its copyright.

12.12 Termination For Default. Client may, by written notice, terminate this Agreement in whole or in part for failure of Granicus to perform any of the provisions thereof. In such event, Granicus shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Granicus was not in default or, (b) failure to perform is beyond Granicus's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Granicus's receipt of notice. In the event the good or services provided under the Agreement are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, Client reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

12.13 Termination For Convenience. The performance of work under this Agreement may be terminated by Client with ninety (90) days written notice, in whole or in part, whenever Client, through its Purchasing Agent, determines that such termination is in the best interest of Client. Any such termination will be affected by delivery to Granicus of a letter of termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination is effective.

12.14 Employment of Unauthorized Aliens Prohibited. Granicus shall comply with Missouri Revised Statute Section 285.530 in that Granicus shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Granicus shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Granicus shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Granicus's completed affidavit and documentation related to its compliance with this Section 285.530 RSMo are contained in Exhibit J. Granicus shall require all subcontractors to observe the requirements of this section.

12.15 No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

12.16 General Laws. Granicus shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

12.17 Notices.

(a) The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

If to Client:

City of Columbia
Finance Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Purchasing Agent

If to Granicus:

Granicus, Inc.
707 17th Street, Suite 4000
Denver, CO 80202
Attn: Jason Fletcher, CEO

With a Copy to:

City of Columbia
City Manager's Office
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Project Manager Heather Cole

(b) Any notice required by this Agreement to be given in writing or that either Client or Granicus wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

(c) Granicus's designated representative shall be available to meet with Client at any time during the performance of the Work and shall have full authority to act on Granicus's behalf on any matter related to this Agreement and/or the Work.

12.18 Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

12.19 Subcontracting. No part of the Work covered by this Agreement shall be sublet by Granicus without the prior written approval of Client. Granicus shall file with Client's Project Manager a complete list of subcontractors together with a list of the services provided. This list shall be submitted in writing to Client as soon as subcontractors are made and approved by Client. Any subcontractor performing work under this Agreement at the direction of Granicus shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit I. This completed form shall be submitted to Client along with Granicus's application for final payment.

12.20 Contract Documents and Incorporation of Exhibits. This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Attachment A: Purchasing Contract Number 133/2014 executed by Cale Turner, City Purchasing Agent, on March 31, 2015

Exhibit A:	Proposal, Pricing and SOW
Exhibit B:	Current Solution
Exhibit C:	Support Information
Exhibit D:	Hardware Exhibit
Exhibit E:	Trademark Information
Exhibit F:	Termination or Expiration Options Regarding Content
Exhibit G:	Technical Environment for Optimal Performance
Exhibit H:	Client's Cloud Computing Requirements
Exhibit I:	Insurance Certificate
Exhibit J:	Affidavit of Compliance with Section 285.530 RSMo

In the event of a conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement control.

This Agreement, by incorporating by reference Purchasing Contract Number 133/2014, restates the terms of Purchasing Contract Number 133/2014, and thereby replaces it with this Agreement.

12.21 Entire Agreement. This Agreement represents the entire agreement of Client and Granicus with respect to the subject matter hereof, and supersedes any prior agreements, understandings and representations.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates listed below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager
Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk
Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor
Date: _____

GRANICUS, INC.

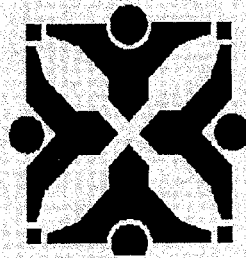
By: _____
Jason Fletcher, Chief Executive Officer
Date: _____

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

**CITY OF COLUMBIA
CONTRACT DOCUMENT**

**PHASE I – IMPLEMENTATION OF CITIZEN
PARTICIPATION, LEGISLATIVE MANAGEMENT
AND MEETING EFFICIENCY SUITES**

CONTRACT # 133/2014 – PHASE I



**FINANCE DEPARTMENT - PURCHASING DIVISION
CALE TUNER
PURCHASING AGENT
701 E. BROADWAY
5TH FLOOR
COLUMBIA, MO 65205**

**HEATHER COLE, PROJECT MANAGER
CITY MANAGER'S OFFICE**

**CALE TURNER
PURCHASING AGENT**

GRANICUS, INC. SERVICE AGREEMENT

FOR PHASE I

IMPLEMENTATION OF CITIZEN PARTICIPATION, LEGISLATIVE MANAGEMENT AND MEETING EFFICIENCY SUITES

THIS SERVICE AGREEMENT (the "Agreement") for Phase I, which consists of the implementation of a citizen participation suite, is entered into between Granicus, Inc. ("Granicus"), a California Corporation, and the City of Columbia, municipality in the State of Missouri (the "Client") on the date of the last signatory noted below (the "Effective Date"). Client and Granicus are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Client desires to implement a citizen participation suite along with internet streaming solution, and agenda management software for its Council, boards and commissions (hereinafter "Project");

WHEREAS, Client has advertised for proposals, has received said proposals, analyzed same and selected Granicus for the Project;

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

WHEREAS, Section 2-459 of the City Code of Ordinances provides for the authority of the purchasing agent to contract for the purchase of supplies, materials, equipment and services;

WHEREAS, Section 2-461 limits the authority of the purchasing agent to contract when the length of the original term plus all extended terms exceeds five years and three months;

WHEREAS, the Client's City Council has the authority to authorize a contract for longer than five years and three months;

WHEREAS, the Client intends to use the equipment and services for the Project for a period of time longer than five years and three months;

WHEREAS, it is important to the Client to begin using the Citizen Participation, Legislative Management and Meeting Efficiency Suites as part of its Capital Improvement Process on or before May 1, 2015. In order for Granicus to meet Client's requirement for implementation of the Suites, the purchasing agent shall authorize the purchase of the equipment, services and licenses through the execution of this Agreement for Phase I. All other portions of the Project shall be addressed by a second agreement, subject to Council authorization; and

WHEREAS, upon execution of the Agreement for the Project authorized by the City Council, the Agreement for the Project shall restate and replace this Agreement.

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

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

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

2. GRANT OF LICENSE.

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

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

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

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal. Client shall be able to use the Granicus Software for all City of Columbia meeting bodies including but not limited to the Columbia City Council, boards, commissions, and task forces.

3. PAYMENT OF FEES.

3.1 Client agrees to pay all undisputed costs as outlined in Exhibits A. If any training or services are identified as optional in Exhibits A, Client shall only pay fees, costs and expenses for optional training or services that are pre-authorized by the Client in writing.

3.2 Fifty percent (50%) of all up-front fees for all product suites are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees for each product suite are due upon completion of deployment for that suite. Quarterly billing for Managed Services for associated product suites shall begin upon completion of deployment of each suite. Client will be invoiced a pro-rated amount from the product suite deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that each suite is fully operational separate from the other purchased suites. Client's acceptance of any individual suite is not conditioned upon the acceptance of any other suite as they are separate solutions.

For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus and Client to be ready for Client's use.

For Legislative Management deployment is complete once the hardware and software are installed, tested, and deemed by Granicus and Client to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

3.3 Granicus, Inc. shall send all invoices to:

Name: City of Columbia Finance Department

Attention: Accounts Payable Address: P.O. Box 6015, Columbia, MO 65205

With a copy to Heather Cole, City Manager's Office, P.O. Box 6015, Columbia, MO 65205

3.4 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within sixty days (60) days of the date of the first date of training per suite. Any purchased training not used during this sixty days (60) day period will expire. If Client feels that it is necessary to obtain more training after the initial sixty (60) day period, Client may purchase additional training at that time

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

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

Online Training. For any cancellations within twenty-four (24) hours of the

scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

3.6 Costs Not To Exceed. Total payment for the Phase I Scope of Work and all other expenses and costs to the Client under this Agreement and described herein shall not exceed fourteen thousand one hundred and sixty Dollars (\$14,160.00).

4. CONTENT PROVIDED TO GRANICUS.

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Client Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content, with the Client's consent, that Granicus believes violates any applicable law or this Agreement. "Content" shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus.

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

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

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

5.2 Each Party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hercof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party.

6 LIMITATION OF LIABILITY

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

obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by Client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

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

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

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

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for a period one (1) year after the date hereof or until such date as this Agreement is replaced by the second agreement authorized by the City Council, whichever is sooner.

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

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

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

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the Parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, , 4, 5, 6.1, 7, 8.3, and 10 of the Agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

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

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund all monthly Managed Service Fees paid by Client under the current Agreement applicable to the period after the time Granicus ceases to provide the applicable software services or requires the Client to cease use of and destroy the Granicus software.

10. DATA OWNERSHIP AND SECURITY.

10.1 Data Ownership and Security. Granicus and its software shall comply with the requirements of this Section. Granicus shall require its subcontractors or third party software providers or subcontractors to at all times comply with the requirements of this section. Granicus covenants that any data from the Client, its employees or customers or derived therefrom (hereinafter "Client Data") shall be stored in the United States of America. Client Data or any information derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. All such Client Data and any information derived therefrom shall be confidential and proprietary information belonging to either the Client or its customers or the users of the Software. Granicus covenants that Granicus, its subsidiaries or subcontractors shall not sell or give away any such Client Data or information derived therefrom. Granicus shall maintain the security of Client Data and that of Client's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or Client Data compromised whether it be from harmful code or otherwise, the Party shall notify the other Party of the issue or possible security breach within forty-eight (48) hours.

10.2 Binding Subcontractor and Subsidiaries To Data Security Standards. Granicus shall include similar provisions in Granicus's agreements with subcontractors and subsidiaries whom perform work or services related to these Software Products and or the Client's Data contained therein or in the cloud storage.

10.3 No Harmful Code. Granicus warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. Granicus shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code. Granicus shall include a similar provision in its contract with subcontractor.

10.4 Cloud Storage. Granicus shall comply with the Client's Cloud Computing Requirements contained in Exhibit H.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the Parties hereto or, in the case of a waiver, by the Party waiving compliance. Any failure by either Party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

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

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

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

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

11.6 Closed Captioning Services. The Parties agree that Client may enter into a contract with a third party for closed captioning or transcription services. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

11.7 Insurance. Granicus shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as Client's review or acceptance of insurance maintained by Granicus is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Granicus under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- a. Workers' Compensation & Employers Liability. Granicus shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
- b. Commercial General Liability. Granicus shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
- c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- d. Business Auto Liability. Granicus shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Granicus does not own automobiles, Granicus agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- e. Granicus may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Granicus agrees to endorse Client as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Agreement between Granicus and Client. Granicus is

required to maintain coverages as stated and required to notify Client of a Carrier change or cancellation within two (2) business days. Client reserves the right to request a copy of the policy. Granicus's insurance certificate is attached as Exhibit I.

- g. The Parties hereto understand and agree that Client is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to Client, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Granicus fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, Client shall have the right to cancel and terminate this Agreement without notice.
- i. The insurance required by the provisions of this article is required in the public interest and Client does not assume any liability for acts of Granicus and/or their employees and/or their subcontractors in the performance of this Agreement.

11.8 Hold Harmless Agreement. To the fullest extent not prohibited by law, Granicus shall indemnify and hold harmless the Client, Client's directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Granicus, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Granicus or a subcontractor for part of the services), of anyone directly or indirectly employed by Granicus or by any subcontractor, or of anyone for whose acts Granicus or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Granicus to indemnify, hold harmless, or defend the Client from Client's own negligence.

11.9 Americans With Disabilities Act. Granicus shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves Granicus providing services directly to the public, Granicus shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this Agreement are conditional upon Granicus certifying to the Client Manager in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

11.10 Missouri Sunshine Law. Nothing in this Agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Revised Statutes Chapter 610 Governmental Bodies and Records (Missouri Sunshine Law). Should Granicus copyright any material provided to the Client, Client shall provide Granicus with notice of the receipt of an open records request to allow Granicus to seek to protect its copyright.

11.12 Termination For Default: Client may, by written notice, terminate this Agreement in whole or in part for failure of Granicus to perform any of the provisions thereof. In such event, Granicus shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Granicus was not in default or, (b) failure to perform is beyond Granicus's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Granicus's receipt of notice. In the event the good or services

provided under the Agreement are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, Client reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

11.13 Termination For Convenience. The performance of work under this Agreement may be terminated by the Client in whole or in part, upon ninety (90) days notice to Granicus, whenever the Client, through its Purchasing Agent, determines that such termination is in the best interest of the Client. Any such termination will be affected by delivery to Granicus of a letter of termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination is effective.

11.14 Employment Of Unauthorized Aliens Prohibited. Granicus shall comply with Missouri Revised Statute Section 285.530 in that Granicus shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Granicus shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Granicus shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Granicus's completed affidavit and documentation related to its compliance with this Section 285.530 RSMo are contained in Exhibit J. Granicus shall require all subcontractors to observe the requirements of this section.

11.15 No Waiver Of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

11.16 General Laws. Granicus shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

11.17 Notices.

- (a) The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

If to Client:

City of Columbia
Finance Department
P.O. Box 6015
Columbia, Mo 65205
Attn: City's Purchasing Agent

If to Granicus:

Granicus, Inc.
707 17th Street, Suite 4000
Denver, CO 80202
Attn: Jason Fletcher, CEO

With a Copy to: City of Columbia City Manager's Office
Attn: Project Manager Heather Cole

- (b) Any notice required by this Agreement to be given in writing or that either Client or Granicus wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

- (c) Granicus's designated representative shall be available to meet with Client at any time during the performance of the Work and shall have full authority to act on Granicus's behalf on any matter related to this Agreement and/or the Work.

11.18 Subcontracting. No part of the Work covered by this Agreement shall be sublet by Granicus without the prior written approval of Client. Granicus shall file with the Client's Project Manager a complete list of subcontractors together with a list of the services provided. This list shall be submitted in writing to the Client as soon as subcontractors are made and approved by Client. Any subcontractor performing work under this Agreement at the direction of Granicus shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit I. This completed form shall be submitted to Client along with Granicus's application for final payment.

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

Exhibit A:	Proposal, Pricing and Initial SOW for Phase I
Exhibit B:	Current Solution
Exhibit C:	Support Information
Exhibit D:	Hardware Exhibit
Exhibit E:	Trademark Information
Exhibit F:	Termination or Expiration Options Regarding Content
Exhibit G:	Technical Environment for Optimal Performance
Exhibit H:	Client's Cloud Computing Requirements
Exhibit I:	Insurance Certificate
Exhibit J:	Affidavit of Compliance with Section 285.530 RSMo

In the event of a conflict between the terms of this Agreement and the terms of any Exhibit, the terms of this Agreement control.

11.20 Entire Agreement. This Agreement represents the entire agreement of Client and Granicus with respect to the subject matter hereof, and supersedes any prior agreements, understandings and representations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates listed below.

[SIGNATURE PAGE FOLLOWS]

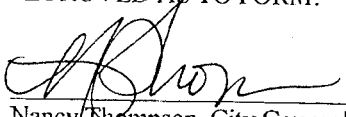
CITY OF COLUMBIA, MISSOURI

By:


Eric Turner, Purchasing Agent

Date: 3-31-15

APPROVED AS TO FORM:


Nancy Thompson, City Counselor

Date: 3-31-2015

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 110-0510-501.56-50, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.


John Blattel, Director of Finance

Date: 3/31/15

GRANICUS, INC.

By:


Jason Fletcher

Its: Chief Executive Officer

Date:

3/31/15

Address:

600 Harrison St, Suite 120

San Francisco, CA 94107

Date: _____

EXHIBIT A

Proposal

Citizen Participation Suite

The Citizen Participation Suite encourages greater community engagement in productive new ways online. Collect ideas for community improvement, leverage feedback on projects underway, and prioritize key public initiatives. Allow citizens to easily contribute, vote on and prioritize ideas using a customized website dedicated to community idea sharing. Utilize online discussions, forums, and survey tools to collect feedback on specific topics. Let your community make more informed opinions – add videos, documents and presentations related to your projects. Additionally, citizens will be able to electronically submit comments for agendaized items using an online form tied to your upcoming meeting agenda. Run reports and distribute them to elected members or department heads, giving them a deeper understanding of public opinion before they make decisions. Click here for more information on the Citizen Participation Suite.

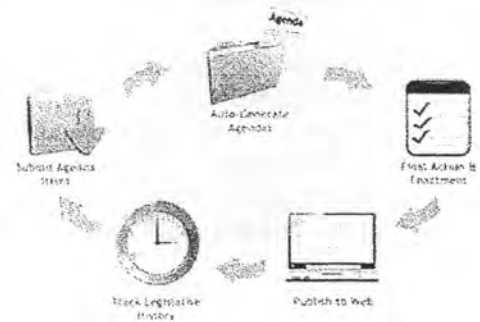
- Easy-to-use online tools to capture citizen ideas
- Utilize online discussions, idea forums, and survey tools to collect feedback on specific projects
- Prioritize key public initiatives
- Receive comments electronically for items on the agenda
- Run detailed reports to make better informed decisions
 - Access community ideas, demographics, and feedback on iPad or Android device with iLegislate®



Legislative Management Suite

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are done automatically – approvers are notified when it's their turn to review. Seamlessly connect agenda data to an iPad or Android tablet device to review agendas and support documents, take notes and more through the iLegislate application. Capture all meeting actions after the meeting into the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows you to track legislation from inception through approvals and actions taken. Click [here](#) for more information on the Legislative Management Suite.

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Organize, store and retrieve documents
- Continuous legislative workflow
- Track and search legislative data



Meeting Efficiency Suite

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™. Integrate VoteCast with iLegislate® to enable real-time meeting voting on the iPad. With VoteLog, allow the public to track legislation, ordinances, and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place. Click here for more information on the Meeting Efficiency Suite.

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes
- Real-time meeting voting on the iPad



Pricing Summary:

Product	Monthly Maintenance:	Annual Maintenance:
Citizen Participation Suite	\$450.00	\$5,400.00
Legislative Management Suite	\$530.00	\$6,360.00
Meeting Efficiency Suite	\$200.00	\$2,400.00
TOTAL:	\$1,180.00	\$14,160.00

EXHIBIT B

CURRENT SOLUTION

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 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 Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video, and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate® application. [Click here for more information on the Government Transparency Suite.](#)

- 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

EXHIBIT C

SUPPORT INFORMATION

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

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

(b) Telephone Numbers. Office staff may be reached from 5:00 AM to 6:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customercarc@granicus.com.

2. Support Policy. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

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

4.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software. All costs and expenses related to the Initial SOW for Phase I, attached in Exhibit A, is included in the pricing in Exhibit A.

4.2 Acceptance. Except for the Initial SOW for Phase I attached in Exhibit A or except as otherwise stated in a SOW for Phase II approved by the Parties, Client understands that all work

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

4.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

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

[End of Support Information]

EXHIBIT D

GRANICUS, INC.

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service Agreement between Granicus and Client, for the hardware components of the Granicus Solution (the "**Hardware**") provided by Granicus to Client. This exhibit is an additional part of the Service Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Service Agreement.

1. **Price.** The price for the Hardware shall be the price specified in the Proposal.
2. **Delivery.** Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. **Acceptance.** Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. **Service Response Time.** For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, Inc. or its representative's access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:
 - a. Mount server on Client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
5. **Limitation of Liability.** GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.
6. **Hardware.** In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the Client. These software tools have been qualified by Granicus to allow the highest level of service for the Client. While it is

Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not be guaranteed.

7. **Remote Accessibility.** Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understands that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.
8. **Purchased Hardware Warranty.** For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.
9. **Use of Non-Approved Hardware.** The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.
10. **Client Changes to Hardware Prohibited.** Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

[End of Hardware Exhibit]

EXHIBIT E

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus[®]

MediaVault[®]

Mobile Encoder[®]

Outcast Encoder[®]

StreamReplicator[®]

Granicus Trademark Names TM

Integrated Public RecordTM

Intelligent RoutingTM

LinkedMinutesTM

LiveManagerTM

MediaCenterTM

MediaManagerTM

MeetingMemberTM

MeetingServerTM

Simulcast EncoderTM

VoteCastTM

VoteCastTM Classic

VoteCastTM Touch

Client Trademarks

EXHIBIT F

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at any time.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days, or whenever transfer of content is completed, whichever is later.

EXHIBIT G
TECHNICAL ENVIRONMENT FOR OPTIMAL PERFORMANCE

The City of Columbia (City) has established technology standards and must adhere to them as part of the implementation process with any software purchase. The information below provides Granicus with a current summary of the City of Columbia's network and computing environments, and standards.

Network Infrastructure Configuration (WAN & Internet)

- The City's computer network encompasses over 50 buildings. The downtown Columbia facility is the core/center of the network. All key resources and IT staff are housed at this location.
- The City operates an extended star physical topology connected via City owned fiber optics. Most sites are connected at 1Gbps, though some sites are connected with multiple 1Gbps and 10Gbps links.

Data Center

- The Primary Data Center (DC) is in the City Hall building. The DC space is adequately sized.
- 120 voltage electrical circuits are available for use. The facility is supported by backup generator and Data Center UPS. The UPS can support a wide variety of voltage & current requirements. e.g. 120/15A, 120/20A, 220/20A, 220/30A, etc.
- Both the UPS and the generator have additional capacities to support incoming system(s).
- A dedicated HVAC system is used for temperature and humidity control
- The Data Center is monitored by CCTV, and Access Control is in place via a trackable system.
- There is no secondary data center in place at this time.

Data Network

- The City's data network is largely an Avaya (Formerly Nortel) based network.
- The users report that the network is very reliable and has few issues. It has a high reliability of above 99.999%.
- Most workstations have 1-Gbps switched capability and are running at 1Gbps. There are approximately 1800-1900 (Workstations, laptops, switches, printers etc.) devices on the network.
- In the IT Data Center, a majority of the servers connect to the network core switch using 1Gbps (copper) connections. There are additional ports to support incoming system(s) for this project. The server network connections will be upgraded to 10Gbps by the end of FY2015.

Logical Network

- Multiple VLANs are used on the network. Larger buildings are segmented with multiple VLANs for better traffic management.
- TCP/IP is the only protocol used on the WAN and LAN.
- IP Subnets are assigned to the VLANs as necessary.

Server & Operating System Standard

- Approximates 97% of servers are virtualized on the VMWare 5.5 environment.
- Preferred server vendor is HP. Preferred storage vendor is IBM.
- Most of the servers have some redundant features, such as dual power supplies and mirrored disks.
- Windows 2012R2 is now the preferred Server Operating system, but there are several servers running Linux.
- Active Directory (Version 2008) is in use in for Directory services.
- Hitachi IDM is in use for identity management.
- The preferred RDBMS is Microsoft SQL server 2012
- Google's Gmail product is the messaging platform, but an SMTP server resides onsite for applications to utilize, if needed.

Security Environment

The City does not discuss or divulge the security products in use publicly. Details can be discussed with the company awarded the contract.

Workstation Standard

- The Current City Standard PC purchased today is:
 - o HP/Lenovo
 - o Intel(R) Core(TM) i5-4590 CPU @ 3.30GHz
 - o 4-16GB RAM
 - o 500GB Hard Disk Drive
 - o 2 GB Video Card
 - o 10/100/1000 Network card
- The standard City OS is Windows 7 SP1
- A Linux imaging solution is used in conjunction with Microsoft Sysprep to image the PCs.
- Patching and updates are accomplished using a Dell Kbox and by Microsoft WSUS
- Desktops are on a 5 year/Workstations are on a 4 year rotation for replacement and the replacement cycle is up to date.

Web Browser Standard

- Microsoft Internet Explorer 9, Firefox 35.0.1, and Google Chrome 40.0.2214.94, are all in use in the environment.

Application Development:

- Currently run MSSQL and MySQL databases and have an internal DBA
- Applications currently supports a broad collection of programming languages. That includes standard web technologies (Html, JavaScript, CSS, Coldfusion v 11, PHP).
- Applications supports VB.Net and RPG on the As400.

IT Staffing Resources

- The IT department is currently staffed by a team of IT professionals. Teams exist to provide support in both the networking and the application support and development areas.

EXHIBIT H
CLIENT'S CLOUD COMPUTING REQUIREMENTS

When the City of Columbia purchases services from an external cloud provider, as defined in this cloud strategy, the following policies must be followed:

1.0 Responsibilities of the City of Columbia

The City of Columbia will carry out the following tasks for every external cloud deployment as defined in this cloud strategy:

- 1.1 The City of Columbia will establish a written agreement with the cloud vendor. This agreement will explicitly state the responsibilities of the vendor.
- 1.2 Prior to deployment, the City of Columbia will identify the regulations and standards that in force over the data or systems that may be moved to an external cloud. The City of Columbia will develop procedures and agreements with the cloud vendors to ensure compliance with all applicable regulations and standards.
- 1.3 The City of Columbia will establish an acceptable time frame for the vendor to respond to open records requests.
- 1.4 The City of Columbia will establish a plan for the lifecycle of the service. The plan for the end of the service shall include what data will be extracted from the service, how data will be delivered, how the vendor will destroy data, and the price for these services. Data extracted from any system shall include transactional metadata, such as when data was added or changed and by whom.
- 1.5 The City of Columbia will calculate the anticipated load that will be placed on the City of Columbia internet connection. If the internet connection cannot handle the load a load management plan will be created and implemented prior to service implementation.
- 1.6 The City of Columbia will establish a business continuity plan that can be put into effect if the service ever becomes unavailable.
- 1.7 The City of Columbia shall manage all user accounts for the service. User accounts shall be managed through the existing security track procedures.

2.0 Responsibilities of the Vendors

All external cloud vendors, defined as vendors providing any cloud services as defined in this strategy to the City of Columbia must adhere to the following policies.

2.1 Records Requests

- 2.1.1 The vendor will respond to records request within the timeframe stated in the agreement. The vendor will accept liability if the records request is not fulfilled in the agreed upon timeframe.

2.2 Using City of Columbia Domain Names

- 2.2.1 All cloud deployments that are intended to perform a service for our customers will be deployed using the gocolumbiamo.com domain name.
- 2.2.2 The City of Columbia IT Department will be the sole entity responsible for the gocolumbiamo.com domain name. The cloud vendor shall not expect to maintain DNS records belonging to the City of Columbia.

- 2.2.2.1 The cloud vendor will provide the IP addresses used for the service prior to deployment. The City of Columbia IT Department will update the gocolumbiamo.com domain records accordingly.
 - 2.2.2.2 The cloud vendor shall not change the addresses used with a frequency of greater than once per year.
 - 2.2.2.3 The cloud vendor shall notify the City of Columbia IT department in writing on official letterhead 30 days in advance of any IP address changes.
 - 2.2.2.4 The cloud vendor will use the gocolumbiamo.com only for the business purposes authorized by this agreement.

2.2.3 Email from gocolumbiamo.com

When sending email from the service using the gocolumbiamo.com domain name, the following additional policies will be in effect:

- 2.2.3.1 The cloud vendor will provide the IP addresses from which email will be sent. The City of Columbia IT Department will use this information to update the gocolumbiamo.com SPF record.
 - 2.2.3.2 The addresses provided to the City of Columbia as required in 3.2.3.1 shall be only those IP addresses that are used to send email using the gocolumbiamo.com domain name.
 - 2.2.3.3 The City of Columbia will update the gocolumbiamo.com SPF records according to the same policies and timelines as defined in 3.2.2 of this policy.
 - 2.2.3.4 The cloud vendor will take all reasonable precautions to ensure that SPAM is not sent using the gocolumbiamo.com domain or from any IP address under cloud vendor control that has been associated with the gocolumbiamo.com domain.
 - 2.2.3.5 The cloud vendor will react to email abuse reports in a timely manner.

2.3 Standards and Regulations

- 2.3.1 The cloud vendor will adhere to relevant standards. For example, SaaS vendors deploying products over the web shall adhere to OWASP or similar standards.
- 2.3.2 The cloud vendor shall take responsibility for all regulatory compliance.
- 2.3.3 The cloud vendor shall conduct regular security audits of their systems. The security audits shall include internal and external review of system security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.

2.4 System Integration

When an external cloud deployment requires access to existing information system infrastructure the following policies must be followed:

- 2.4.1 Software should run with least possible privilege. For example, if database access needs to be given, the system account should have the least possible privilege; it should not run as a user that has access to schema outside of its need.
- 2.4.2 System account names should not be easily guessed. Passwords for these accounts should not be easily guessed and should be different from other customers with the same product. Connections from system accounts should be, where appropriate and possible, controlled via access lists.

2.5 Deployment and Customization

- 2.5.1 The cloud vendor shall disclose any authentication information that exists by default. The cloud vendor shall work with the City of Columbia to remove or change these accounts from their default values. The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities.

2.6 Encryption

- 2.6.1 Cloud vendor shall establish a suitable data encryption scheme for data in transit between the City of Columbia, its customers, and the vendor. The City of Columbia will determine the suitability of the encryption scheme.
- 2.6.2 Cloud vendor shall establish a suitable encryption for City of Columbia data while in storage for both live and backup media. The City of Columbia will determine the suitability of the encryption scheme.
- 2.6.3 No encryption scheme will be considered suitable if City of Columbia data can be recovered using the same decryption key as that of another customer of the cloud vendor.

2.7 Incident Preparation

- 2.7.1 The cloud vendor will take responsibility for keeping their system software up to date. Vendors should monitor relevant discussion boards and mailing lists for security problems with products they use.
- 2.7.2 The cloud vendors shall have a method for customers and others to report security problems. This method should be well publicized and accessible. Vendors should have a method for prioritizing and acting on reports of security problems.
- 2.7.3 The cloud vendors shall have a method for correcting discovered vulnerabilities. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.

2.8 Incident Response

- 2.8.1 The cloud vendor will take responsibility for security incident handling if their system is compromised.
- 2.8.2 The cloud vendor shall immediately notify the City of Columbia of any breaches and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City of Columbia with the correct information.
- 2.8.3 If investigation, containment, and eradication efforts by the City of Columbia incur costs while fault lies with the cloud vendor, the cloud vendor will assume the costs.
- 2.8.4 The cloud vendor will provide a rapid contact method for reporting suspected abuse, 24x7x365. The cloud vendor will react in a timely manner to abuse reports from the City of Columbia.
- 2.8.5 The cloud vendor will provide their incident response plans. Response plans will include procedures for both security incident and disaster incident response.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anixter & Oser, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227	CONTACT NAME: Vanessa Weidauer / Barbara Hernandez PHONE (A/C, No, Ext): (415) 898-1600 FAX (A/C, No): (415) 898-3922 E-MAIL ADDRESS: vanessa@properlyinsured.com														
INSURED Granicus, Inc. 600 Harrison St. #120 San Francisco CA 94107	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Prop Cas Ins Co</td> <td>36161</td> </tr> <tr> <td>INSURER B: Travelers Ind Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: Evanston Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Prop Cas Ins Co	36161	INSURER B: Travelers Ind Co of CT	25682	INSURER C: Evanston Insurance Company		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Prop Cas Ins Co	36161														
INSURER B: Travelers Ind Co of CT	25682														
INSURER C: Evanston Insurance Company															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL13123008913

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZLP12N45052	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BA3402P458	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ZUP12N45304	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 4,000,000
	EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB8133P870	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT \$ 1,000,000				
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions - Misc Professional Liability			IT-806233 Retro Date 12/13/2009	1/1/2014	1/1/2015	Each Claim \$2,000,000 / Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as additional insured per form CGD417 attached.

CERTIFICATE HOLDER

CANCELLATION

City of Columbia, Missouri 701 E. Broadway P.O. Box 6015 Columbia, MI 65205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE V I Weidauer/NESSA <i>Vanessa Weidauer</i>
--	---

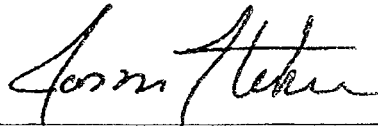
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of San Francisco)
State of California)SS.
)

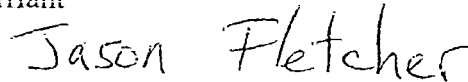
My name is Jason Fletcher. I am an authorized agent of Granicus, Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Affiant



Printed Name

Subscribed and sworn to before me this 31 day of March, 2015.

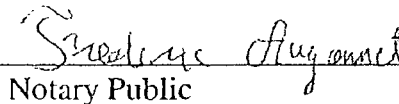
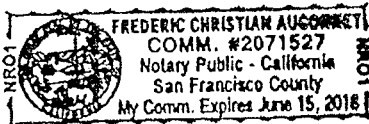

Notary Public

EXHIBIT A

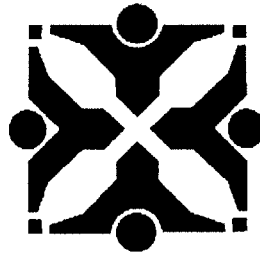
PROPOSAL, PRICING, and INITIAL SOW

[The remainder of this page is left blank intentionally.]



Proposal in Response to
City of Columbia, MO

Request for Proposal No. 133/2014 for
A CITY COUNCIL AGENDA MANAGEMENT SOFTWARE SOLUTION



City of Columbia

City of Columbia, MO
Will Hobart, CPPO, CPPB
Purchasing Agent
701 E. Broadway, 5th Floor
Columbia, MO 65201
(573) 874-7687
wahobart@GoColumbiaMO.com

Granicus, Inc.
Erin English
Account Manager
600 Harrison Street, Suite 120
San Francisco, CA 94107
Phone: (415) 357-3618
ErinE@granicus.com

TABLE OF CONTENTS

TRANSMITTAL LETTER.....	3
A. COMPANY PROFILE.....	5
B. EXPERIENCE: CONTRACT REFERENCES.....	7
C. PROPOSED SOLUTION OVERVIEW.....	8
1. Open Platform.....	8
2. Government Transparency Suite.....	9
3. Legislative Management Suite.....	10
4. Meeting Efficiency Suite.....	13
5. Citizen Participation Suite.....	13
6. Functional Requirements Table (Exhibit A).....	14
D. TRAINING.....	21
E. SUPPORT AND SECURITY.....	23
F. PROJECT IMPLEMENTATION.....	24

*The pricing proposal is separate from this proposal and that is why it does not show up in this Table of Content.

TRANSMITTAL LETTER

City of Columbia
Will Hobart
Purchasing Agent

August 26th, 2014

To the City of Columbia,

Thank you for your continued consideration of Granicus. We're excited to continue to support your meeting and workflow efficiency initiatives/needs. It has been a pleasure to work with Columbia over the past many years, and we look forward to continuing our rewarding, long-term relationship with you.

On the following few pages, you will find a breakdown of the needs that we have uncovered, our proposed solution, some of our key differentiators, detailed pricing, and a checklist that outlines our next steps.

Primary Business Mission


During our conversations and assessment of Columbia's primary business challenges over the years, we discovered the following issues:

- The City would like to expand its reach among constituents in order to gain more feedback on City processes, legislation, direction, etc.
- The City would like to explore ways to engage the public more effectively.
- The agenda creation process is currently the only City process that is not yet paperless.
- Current process includes the creation of a Memo by staff, then routing of Memo to appropriate offices – usually the Legal Department and the City Manager's Office. The City would like to make this process paperless.
- There are approximately six people within about 15-20 departments creating legislation.
- Agenda creation, routing, and approval processes take up substantial City capital – both time and money.
- Council Members would benefit from the ability to review agendas via iPad.
- Enabling constituents to access meeting content from more mediums, such as mobile devices, will keep the City ahead of the curve on its transparency initiatives.

Solutions

We have discussed some specific ways to address the challenges the City of Columbia is facing. Below is a list that I believe represents the best possible solutions.

- City Manager Mike Matthes is interested in a program which would allow constituents to comment on specific agenda items.
- This system should allow the City to create PDF reports on citizen feedback for distribution among City Staff and Officials.
- Implementing a process that allowed the City to electronically create legislation, route files, finalize and complete agendas would save a substantial amount of time and money.



Impact of Success

We discussed how Columbia would measure and determine success with proposed Granicus solutions. The following were items that you wanted to achieve:

- With the time and money that is freed up upon the implementation of an electronic agenda management system, the Clerk's office and the City as a whole will be able to allocate said time and money to other priorities.
- An electronic agenda management solution would allow the Clerk's office to compile agendas much faster, and keep track of the Legislative process fully from start to finish.

Granicus Solution Components

We have discussed some specific ways to address the challenges Columbia is facing. Below is a list that I believe represents the best possible solutions for Columbia:


- **Legislative Management Suite** – Provide Columbia with the ability to streamline the agenda creation process via agenda packet generation and publication, and implementation of electronic approval process
- **Meeting Efficiency Suite**—Live meeting solution that combines minutes with a meeting's recording.
- **Citizen Participation Suite**—Enable Columbia to collect and prioritize community ideas through eComments on agenda items and obtain focused answers on important topics for the community.

Plan

Below you will find a detailed proposal of the solution Columbia has chosen. The proposal and pricing includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation.

Thank you again for taking the time to meet with me and for giving me the opportunity to learn more about Columbia and how Granicus might be able to help you meet your goals. We are very much looking forward to working with you and doing everything we can to help you become even more successful.

Most Sincerely,



Tom Spengler, CEO

A. COMPANY PROFILE

Granicus, Inc. offers the first cloud platform and suite of applications designed specifically for government agencies. We provide turnkey solutions that enable governments to work more efficiently, encourage citizen participation and engagement, and increase government transparency and trust. Currently, we have over 1,200 government clients and thousands of government users that leverage our technology to manage their day-to-day government tasks including webcasting of public meetings, automating their legislative workflow process, increasing citizen engagement, and more. Recently, the 2013 Best of the Web awards, created by Government Technology and the Center for Digital Government, revealed that Granicus clients received first place in all categories for online open government solutions. Granicus is dedicated to continually providing our clients with the most innovative technologies to meet both government and citizen needs.

Company History

Granicus, Inc. is a privately held corporation with headquarters in San Francisco, California. Founded in 1999, the company has established a new vision for government municipalities to provide public information through the Internet. Granicus acquired Daystar Systems in 2011, which had provided agenda management solutions since 1983. Our Legislative Management Solution was the first automated system ever developed specifically for government agenda and workflow management and continues to be the benchmark for all systems to follow. Granicus has steadily continued to increase its product depth since then, and has been the first to market government transparency, meeting efficiency, and citizen engagement solutions to government clients. Granicus continues to be a market leader and provides governments with the tools they require to increase citizen engagement, reach broader audiences, and collect timely and actionable feedback from within the community.

Corporate Headquarters:	San Francisco, CA
Satellite Offices:	Boston, MA Chicago, IL Fort Lauderdale, FL Centerville, OH Milwaukee, WI Seattle, WA Washington, D.C.
Mailing Address:	600 Harrison Street, Suite 120, San Francisco, CA 94107
Website:	www.granicus.com
Social Media:	Blog Twitter Facebook LinkedIn
Dun & Bradstreet #:	12-910-6469

Achievements

Granicus has been recognized the past four years for being one of the fastest growing private company in the U.S., San Francisco, and the Silicon Valley by Deloitte LLP, the San Francisco Business Times, and Inc. Magazine. Our solutions have also been nationally recognized for helping government significantly improve transparency and efficiency.



Granicus Management

Tom Spengler, Chief Executive Officer

Tom co-founded Granicus, Inc. as Chairman and CEO in 1999. Under Tom's direction, Granicus has risen to the top of the government cloud computing industry. The company has been consistently ranked among the fastest growing companies in the Silicon Valley and North America. Tom is a frequent public speaker and a certified expert in legislative technologies with over 15 years of experience advising governments on the best ways to use technology to modernize their workflows.

Javier Muniz, Chief Technology Officer

As Granicus' Chief Technology Officer, Javier draws on his broad knowledge of networking and application development technologies to provide direction and insight for Granicus application and infrastructure design. Prior to co-founding Granicus, Javier began his career at Sun Microsystems designing and managing remote access components of the Sun global network infrastructure, and later went on to WebTV Networks, a wholly owned subsidiary of Microsoft, where he designed and developed applications used by the Network Operations Center to manage a network of over 600 nodes that supported over one million active WebTV subscribers.

Benjamin Lucchesi, Chief Software Architect

As Chief Software Architect, Ben directs the strategic vision of application development in the Granicus' legislative management platforms. His mission is to continually advance and improve Granicus' software technology, and to make it easier, more cost-effective, and more enjoyable for clients to use. Prior to joining Granicus, Ben was the e-Design Manager at IQ Systems, where he designed and developed custom business solutions for electronic commerce and inventory management applications for major industries. Ben holds a Master's of Science degree in Computer Science from the University of Reno.

Sherif Agib, Vice President of Operations (Chief Network Admin.r and Chief Database Admin.)

As our VP of Operations, Sherif Agib leads Granicus' deployment, training, customer care, and data center efforts. With nearly 10 years of progressive leadership experience at Granicus, Sherif successfully scaled the service operations organization from serving a few hundred agencies to over 1,200 with nearly 100% customer satisfaction survey results. Under Sherif's mentorship, the Granicus operations group continues to innovate procedures and systems to maintain and improve the Granicus tradition of high customer engagement and satisfaction. Sherif began his career at Electronic Arts, utilizing his BA in Computer Engineering to program video gaming systems.

Thao Hill, VP of Sales

Thao started at Granicus in 2005. He has over 11 years of experience in legislative information technology and used this knowledge to achieve success in many different roles at Granicus, including sales, partnerships, product development, and customer service. Today, Thao heads Granicus' Sales team, which delivers technology to meet the unique needs of local, state, and federal government organizations. Previously, Thao was the Chief Technology Officer for a legislative technology firm in Baton Rouge, Louisiana. During his tenure there, he worked with many state and local legislative clerks to create software and technology to automate legislative processes.

Granicus Project Team

Erin English, Account Manager

Erin is responsible for understanding the unique situations of current Granicus clients and helping them align technical solutions to improve efficiencies. Erin has been with Granicus for over four years, supporting both field sales and account management roles during that time. She currently maintains the operations and account management for cities, counties, and special districts for Granicus. Erin has been responsible for managing over 100 Granicus clients, including many of our largest city and county clients. Erin is based out of Colorado Springs, CO.

Alvaro Marroquin, Project Manager

Alvaro will serve as Columbia's Electronic Meeting Management Solution Legislative and Legal Services project manager. He has successfully deployed over 200 Granicus clients over his eight-year tenure with the company. As the Technical Program Manager at Granicus, Alvaro acts as the team lead for our Deployment Team, leading our most complex, multi-disciplinary engineering projects with his engineering expertise while providing guidance and oversight on all complexities of the project. Alvaro will be the main point of contact during the implementation and deployment of your Granicus solution and he is based in our corporate headquarters in San Francisco, CA.

Elizabeth Cattermole, Training Manager

Elizabeth Cattermole acts as the Training Manager, leading a team of Product Training Specialists, Technical Writers and Business Analysts to develop learning solutions for a broad range of software suites. In her previous position as Product Trainer and eLearning Specialist at Granicus she designed and delivered customized online and onsite training programs for all of Granicus' solutions and has consistently received top evaluation scores and glowing evaluations from clients. Elizabeth has 13+ years experience in instructional design, teaching/training and project management and is an expert in developing learning strategies and designing interactive courseware. She works at the Granicus headquarters in San Francisco, CA.

B. EXPERIENCE: CONTRACT REFERENCES

Village of Orland Park, IL (Population: 58,000) ; Contract Value : \$13,200.00

Main Contact	Nancy R. Melinauskas, Legistar System Administrator Phone: (708) 403-6130 email: nmelinauskas@orland-park.il.us 1400 S. Ravinia Avenue, Orland Park, IL 60462
Description of Services	Orland Park has been with Granicus since 2011 and uses: Open Platform, Legislative Management (Legistar), iLegislate

City of Milwaukee, WI (population: 600,000) ; Contract Value: \$81,599.96

Main Contact	Jim Owczarski, Deputy City Clerk Phone: (414) 286-2998 or Email: jowcza@milwaukee.gov 200 E. Wells St. Room 205, Milwaukee, WI 53202
Description of Services	Client since 1999 and use the following solutions: Open Platform, Government Transparency, Legislative Management Suite (Legistar)

City of Columbus, OH (population: 810,000); Contract Value: \$106,190.92

Main Contact	Andrea Blevins, City Clerk Phone: (614) 645-7431 Email: anblevins@columbus.gov 90 West Broad Street, Columbus OH 43215
Solution	Client since 2011 and use the following solutions: Legislative Management (Legistar); iLegislate; Meeting Services

Louisville Metro Government, KY (population: 250,000); Contract value: \$117,920.86

Main Contact	Stephen Ott, Metro Council Clerk Phone: (502)574-3085 Email: stephen.ott@louisvilleky.gov City Hall, 601 West Jefferson Street, Louisville, KY 40202
Solution	Client since 2006 and use the following solutions: Open Platform, Government Transparency Suite, Meeting Efficiency with Votecast, Legislative Management (Legistar); Performance Accelerator; Boards and Commissions; iLegislate; Meeting Services, H.264

City of Foley, AL (population: 15,402); Contract value: \$\$2,755.04

Main Contact	Vicky Southern, City Clerk Phone: (251) 943-1545 Email: vsouthern@cityoffoley.org 407 East Laurel Avenue, Foley, AL 36535
Solution	Client since 2012 and use the following Granicus solutions: Open Platform, Legislative Management (Legistar); iLegislate

C.PROPOSED SOLUTION OVERVIEW

Below please find a high level 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 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 Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

1. GOVERNMENT TRANSPARENCY SUITE

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video, and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate® application.

- **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.
- **Mobile-Enabled Delivery:** The Government Transparency Suite allows citizens to view videos, agendas, minutes, and supporting documents on mobile devices such as Apple iOS (iPhone and iPad) and modern Android devices. By providing live and on-demand streaming via mobile devices, you will be able to reach the broadest audience possible at all times.
- **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.
- **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 is able to 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 and reach more citizens.
 - **RSS:** Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available: specific files, agendas or minutes.
 - **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.

iLegislate®: The Granicus iPad App

Paperless Agenda Workflow on the Apple iPad

Granicus' mobile agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over the iPad®. iLegislate is a free app that can be downloaded from iTunes, and works with any Granicus suite. Suite integrations increase data access and add functionality such as digital one-touch meeting voting.

- 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, annotate, and email agenda items
- View indexed, archived meeting videos
- Public opinion placed at elected officials' fingertips (with Citizen Participation integration)
- Real-time meeting voting (with Meeting Efficiency integration)

2. LEGISLATIVE MANAGEMENT SUITE

The Legislative Management Suite offers a complete and automated agenda workflow solution. Create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are managed automatically; approvers are notified when it's their turn to review. Seamlessly connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate application. Capture all meeting actions after the meeting in the public record. Plus, you can organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This Suite also allows you to track legislation from inception through approvals and actions taken by all acting bodies.

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

Legislative File Assembly

Create a Legislative Item: Legislative files are the building blocks of our entire legislative management system. These items are used to **build all documents assembled and published through the system (agenda items, resolutions, minutes, etc.)**. The system generates a unique ID tracking number for each new legislative file. Separate, automatic numbering may also be used for enacted ordinances, resolutions, general file numbering, or the operator may enter a unique identifier.

Draft a Legislative File: The Granicus system includes a complete file text-drafting tool-set component that allows you to store and use any number of different templates and more.

System-Based and MS Word Drafting Tools: You have the option of using a simple text or Microsoft Word editor and may switch between either at any time.

Smart Calendar Management

Overview: The Legislative Management Suite provides you with the ability to schedule, store, and track all dates, times, and locations of meetings. You can schedule as far into the future as needed and publish all dates to your public legislative portal. This feature also allows users to manage items and to automatically include them on the appropriate agenda without having to predefine agenda dates for all meeting bodies. The unique Smart Calendar feature makes certain that items are never lost or forgotten and are always acted on by the appropriate body.

Preparing Agenda Items Based on Dates/Schedules: The system will automatically place an item on the appropriate meeting body's calendar based on the controlling body and the status of the item. When assigned, file agenda dates are color-coded to provide a quick visual reference that indicates past, present, or future agenda assignment dates.

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

Automated Agenda Assembly

Customize Agendas for Each Meeting Body: The Legislative Management System includes the ability to automatically generate and format **unlimited agendas for any meeting body including the board, committees, commissions, and departmental agendas.** The entire agenda assembly methodology is identified and defined by your current workflow during implementation.

Paperless Agenda Application for the Apple iPad®: Allows staff and elected members to review paperless agendas, supporting documents, and take personal notes all through an iPad.

Legislative Task and Activity Tracking

In addition to the agenda item approval tracking, our system tracks the path of each ordinance, resolution, and other piece of legislation with a series of historical records marking the life of the issue through the legislative process. Individual routing entries, version changes, referrals to departments, final approvals, and other file events are automatically captured by the system and can be queried, displayed, and included in appropriate reports.

Online, Legislative Portal and Public Access

The Legislative Management Suite offers a standard **research portal for legislative information that matches the look and feel of your branded website and is open to the public.** This public-facing portal provides a complete browser-based solution for organizing, searching, printing, and otherwise accessing public information. No additional work is required by the clerk's office, IT or other departments to maintain the page, significantly reducing the administrative burden of updating public information and responding to information requests.

Streaming Video or Audio: Many government agencies now maintain digital video or audio recordings of their public meetings. Take recordings a step further and provide the public with a recording indexed to an agenda or minutes record.

Records Request and Research

Many clients use the legislative portal as a query-only tool to provide quick access to information for staff. It is available 24/7 through your website and is easy-to-use, even for non-technical users. In addition to being able to view agendas and minutes, each legislative item is hyperlinked to the most current details of that item, including the complete text, history, status, and supporting documents.



Public and Private Access: You have a great deal of flexibility in configuring the system's appearance. Configurations include the website header, graphics, fonts, skins, and messages that match the look and feel of your website. The general public, businesses, media, and others can access, search, track, and share public data through an intuitive internet browser. Authorized staff members may have extended functionality through a secure personal login. Authorized users have the ability to add attachments to a meeting agenda record, including approved minutes of the previous meeting to add to the current meeting.

Search Legislation and Subscribe to Online Notifications

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

- **RSS:** Our web portal also includes standard RSS feeds where staff and citizens can subscribe to content and receive notification when it's updated like legislative history changes to items.
- **Social Bookmarking:** Social bookmarking is available for board members and users, allowing them to store, organize, search, and manage agenda bookmarks.
- **Advanced Search:** Granicus provides advanced search capabilities that were modeled after Google Search. Filter searches by date, item status, department or meeting body, and more.

System Reports

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

- | | |
|------------------------|---------------------------|
| • Hearing notices | • Agenda report |
| • Matters introduced | • Minutes report |
| • Meeting attendance | • Meeting referral notice |
| • Meeting calendar | • Agenda item reports |
| • Pending items list | • Matter summary |
| • Subject matter index | • Item master |
| • Voting record | • Certified copy |
| • Mailing labels | • Signature copy |

Automated Minutes Annotation

All actions, votes, and notes can be captured for a seamless, round-trip workflow. Staff can publish draft minutes to the organization's website within minutes of a meeting's adjournment. Plus, the system can reassign agenda items to the appropriate department based on the actions taken during a meeting, saving staff time and reducing errors.

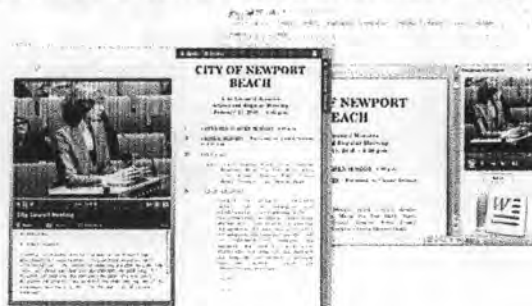
Administrative Controls, Featuring Remote Administration

Our system has very defined administration privileges with hundreds of security settings. Security features can be defined to a single field, user, or group and include permissions that can be applied to all data and activities. Administration is easily managed through intuitive forms and table-controlled settings that do not require technical expertise. Even users with limited technical skills can be trained on how to create and manage security and other administrative modifications.

3. MEETING EFFICIENCY SUITE

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™. Integrate VoteCast with iLegislate® to enable real-time meeting voting on the iPad. With VoteLog, allow the public to track legislation, ordinances, and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place.

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes
- Real-time meeting voting on the iPad



4. CITIZEN PARTICIPATION SUITE: eComment and SpeakUp

The Granicus Citizen Participation Suite features two different modules for collecting feedback and engaging citizens: **SpeakUp** and **eComment**. SpeakUp is a platform that enables you to lead focused online conversations to collect feedback from constituents on different City ideas, initiatives, and projects. The City has complete control over the content and can fully administer the discussion. Feedback can be collected via forums, discussions, surveys, and by providing videos or supporting materials. The City may also opt to enable the site for open ideation from citizens, in which users are able to post their own topics and ideas for consideration by the City. The Granicus Citizen Participation Suite also includes eComment, where citizens are able to specifically comment on published agenda items. Below we have provided greater detail on each of the features of this suite.

SpeakUp Focused Conversations

- **Forums:** allow users to brainstorm and vote on ideas around a topic chosen by City
- **Discussions:** allow City to host conversations about multiple related topics rather than just one
- **Surveys:** there is a fully integrated online survey tools that will collect quantifiable data from your online audience.
- **Projects:** Focused Projects act as an “umbrella” for multiple communication models. This will allow you to compile related forums, discussions, and surveys into one location.
- **Reporting tools:** SpeakUp has an array of reporting tools and allows you to export and distribute reports to councilmembers. Reports includes mapping tools and a word cloud that pulls the most commonly used terms in responses to help you visualize a summary of what citizens are talking about.
- **Facebook Integration:** SpeakUp integrates with Facebook which allows users to search, vote and submit ideas within the City's Facebook page.
- **SpeakUp Widget:** The Suite includes a widget that allows you to collect ideas from any webpage which will enable you to reach the widest audience possible.

SpeakUp Open Ideation: Citizen Sourcing Idea Management

Citizens are able to submit, refine, and prioritize topics and ideas that are important to them. This platform allows you to leverage citizen ideas in the community, and will save you time and money by increasing your efficiency in collecting and managing this information. The City may opt to turn on or off this functionality.

eComments: Capture Feedback on the issues at hand

The Citizen Participation Suite provides you with the means to effortlessly collect, consolidate, and deliver citizen input on current and future topics that relate to your upcoming agenda. This platform provides an easy way to add voices to the democratic process and makes participation in public meetings convenient. This web-based form is tightly integrated with your published agenda; residents can review each agenda item's details, indicate their position on that item, and leave feedback. All comments can be consolidated into a report and delivered to elected members prior to a meeting, helping them better understand the views of their constituents. You can also allow residents to request to speak during meetings.

- **Customizable:** control which items can receive comments, set length of responses to reflect in-person comment periods, enable the feedback form for multiple meeting bodies.
- Effortlessly **collect** and distribute citizen feedback prior to your meeting by distributing reports or utilizing the Granicus iLegislate application

Functional Requirements Table

Feature	Yes/No - Please Describe
Agenda	
Meeting dates can be scheduled in advance and changed as necessary.	Yes - The fully-integrated calendar uses a dynamic link to the meeting records stored in the Granicus system. Simply add a new meeting, and the scheduled event automatically appears in the online meeting calendar for the correct date. Users can search available data, sort the calendar by meeting body, and view events for a particular day, month or year.
Special meetings can be added to the schedule at anytime and use a custom agenda format.	Yes - The system can add special or ad-hoc meetings to the schedule at any time and also use a custom agenda format.
Meeting dates can be displayed for the public prior to agendas being made public.	Yes - This is a standard feature whereby end users have immediate access to a dynamic calendar of all meetings or other scheduled meetings and events. Individual agenda items do not become public until 'published'.
Automatically assemble and publish agenda packets (html and pdf versions).	Yes - The Legislative Management System includes the ability to automatically generate and format unlimited agendas for any meeting body including the board, committees, commissions, and departmental agendas. The agenda assembly methodology is identified by your current workflow during implementation.
Agenda can be distributed to committee members prior to being made public.	Yes - Standard feature. Complete electronic agenda packet is automatically downloaded to the members' iPads using iLegislate (included with the system at no additional cost).
Full PDF agenda contains all attachments and is automatically bookmarked for ease of search.	Yes - Standard feature.

Supports agenda attachments. (List supported file formats and size limitations)	Yes - Standard feature. Attachments include documents, spreadsheets, URL links, images, or any other file type that is supported by the user's operating system. Our system supports any file type included in the latest Microsoft Office™ suite (2011).
Attachments can be added after a meeting has occurred.	Yes - Standard feature
All agenda content, including attachments are Section 508 ADA compliant and searchable.	Yes - Standard feature. Granicus is able to support your open captioning service needs. With our solution, you will be able to support ADA (Americans with Disabilities Act) compliance and offer greater accessibility to meetings with closed captioning. Captions are synchronized to meeting webcasts and can be recorded in real-time or added to an archived event.
Agenda attachments are OCR'd upon upload.	No. Although we do not provide the ability to OCR documents. The Legislative Management Suite does, however, allow users to utilize standard OCR software with local scan drivers so as to allow these documents to be searchable within the system. System automatically indexes all text documents (i.e MW Word, Excel, Powerpoint, etc) without OCR needed.
Web links can be added to an agenda.	Yes - Standard feature. The solution is able to publish a finalized HTML and PDF agenda to the web with all associated attachments as links to the appropriate agenda items with a single mouse click.
External audio or video can be linked to agenda items.	Yes - Standard feature
Allows custom agenda item numbers that can be set by user. (R28-14, B23-12, etc) If not, what format is supported?	Yes - Standard feature. Full Administration control includes defining unlimited numbering syntax sequences that can be associated with unlimited file types (i.e. Reso, Ord, Contracts, Communications, etc)
Agenda item numbers can be manually set or auto numbered.	Yes - Standard feature
Each meeting body can have a unique agenda template.	Yes - Standard feature. The Legislative Management suite is highly configurable with over 300 system settings to fine tune functionality to the city's requirements. Each meeting body can build their own, customized agenda templates (header, logo, location) and establish their own workflow approval process.
Supports unlimited agenda templates for each meeting body.	Yes - Standard feature. The proposed solution includes a complete drafting toolkit along with unlimited definable templates that facilitate drafting and editing.
Agenda templates support custom fields and pre-populated dropdown lists.	Yes - Standard feature
Agenda items can be cross-reference and linked between agendas and minutes.	Yes - Standard feature
Agenda items can be cross-reference between meeting bodies.	Yes - Standard feature
Complete history of an agenda item can be tracked.	Yes - Standard feature

Agenda items can be copied and reused on a later agenda while maintaining history of the item.	Yes - Standard feature
Agenda item can be used on multiple agendas while maintaining history throughout the life of the item.	Yes - Standard feature
History can be displayed on future agenda items.	Yes - Standard feature.
Cut off times for adding items to an agenda can be predetermined and enforced. Describe capabilities and limitations.	This is partially addressed by preventing new items from being added to an already generated agenda. If subsequent items are added after Agenda generation date then they are automatically moved to the next agenda.
Citizens can provide feedback on agenda items for predetermined period of time prior to a meeting. Describe the feedback process.	This platform provides an easy way to add voices to the democratic process and makes participation in public meetings convenient. This web-based form is tightly integrated with your published agenda; residents can review each agenda item's details, indicate their position on that item, and leave feedback. All comments can be consolidated into a report and delivered to elected members prior to a meeting, helping them better understand the views of their constituents. You can also allow residents to request to speak during meetings.
Topics using the citizen feedback feature can be determined by city staff.	Yes - The Focused Projects of the SpeakUp module acts as an "umbrella" for multiple communication models. This will allow the City to compile related forums, discussions, and surveys into one location. This enables you to invite citizens to a single place and have them contribute in multiple ways, allowing for a more focused feedback mechanism. You can inform the public about the project through meaningful engagement tools such as slideshows, embedded videos, and pictures. Begin a discussion on the project, learn how citizens feel about the project, and discover your citizens' valuable input.
Agenda items can be automatically carried forward to the next meeting agenda and placed in the appropriate section of the agenda template based on predetermined process. Describe capabilities and limitations.	Yes - Standard feature. Title and other appropriate data and text content from submitted item is used to automatically populate agendas and other reports. All information is carried forward and available for use in subsequent meetings as well as historical tracking of motions and votes.
Committee members can review individual agenda items and store notes for themselves.	Yes - Standard feature
Committee member notes can be extracted to comply with Sunshine law requests.	Yes - Standard feature
Agenda items can be re-ordered on an agenda at anytime during agenda preparation.	With Legislative Management, you will be able to edit, reorder and insert agenda items and attached documents. Once legislation has been entered, the system operator can create a reference to associated files through attachments that can be viewed concurrently with the original legislative file text or data.
Agendas can be built for future meeting dates well in advance of a meeting. Describe any limitations or time periods.	Yes - Standard feature. Meetings may be defined as far into the future as desired.

Report of proposed agenda items for a selected meeting agenda can be viewed or printed.	Yes - Standard feature. Electronic packets are capable of selectively printing items and documents. Additionally the operator may specify the printing of any subset(s) of pages of a report rather than the entire report.
Users can create/edit agenda templates. Describe capabilities and limitations. Include any additional costs related to changing agenda templates.	The proposed solution is highly configurable with over 300 system settings to fine tune functionality to the City's requirements. Each meeting body can build their own, customized agenda templates (header, logo, location) as well as establish their own workflow approval process.
Workflow	
Electronic routing with email notifications.	Yes - Standard feature whereby approvers are alerted with an email notice as well as a pop-up "tickler" messages on the main log in page when there is a pending item. Users that have been specified in this workflow process have the agenda package distributed to them. Each procedural step triggers email notifications to the appropriate users.
Predefined workflow that can be modified for individual items to meet unique circumstances.	Yes - Standard feature
Unlimited number of workflow paths and levels of approval. Describe capabilities and limitations.	Yes - Standard feature. The proposed solution includes unlimited customizable additional meeting body templates as needed. The Legislative Management solution is the most configurable system available with over 300 system settings to fine tune system functionality to the City's requirements. Each meeting body can build their own, customized agenda templates (header, logo, location, and standard information, etc.) as well as establish their own workflow approval process.
Approval of agenda items through email links and web interface. Describe capabilities and limitations.	Yes - Standard feature
Minutes	
Built in minutes writer for publishing meeting minutes.	Yes - Standard feature
Minutes can be created in external system and published as PDF attachments.	Yes - Standard feature
Attachments can be added to meeting minutes. (List supported file formats and size limitations)	Yes - Standard feature. Attachments and URLs can be made on-the-fly to individual agenda items or to the agenda document as a whole.
External audio or video can be linked to meeting minutes.	Yes - Standard feature
Meeting minutes are associated with agenda items so agenda and minutes can easily be cross-referenced.	Yes - Standard feature
Web links can be added to meeting minutes.	Yes - Standard feature
Users can create/edit minutes templates. Describe capabilities and limitations. Include any additional costs related to changing templates.	Yes - Standard feature. Meeting templates include standard configuration settings as well as ad-hoc options (e.g. include a cover page, list previous meeting history record, etc). Minutes configuration settings are standard Admin functions available to the City system admin. at no additional cost.
Audio/Video	

Streaming video with index points attached to agenda items & meeting minutes.	Yes - Standard Feature of the Government Transparency Suite which includes the ability to index webcasts live during meetings with speaker names, agenda items, meeting notes, meeting notes, recommendations, and presentation slides. You may associate the recording by session or interim, event type, event name, recording date, start time and room number. All indexed recordings that are posted on your website will have distinguishable cue points for measure numbers or agenda topics, as well as the ability to provide hyper-links to other indexed information. All users will have the ability to access live and archived proceedings from the internet at all times.
Streaming on Blackberry, Apple, Android or Windows platforms.	Yes. The Government Transparency Suite allows citizens to view videos, agendas, minutes, and supporting documents on mobile devices such as Apple iOS and some Android devices.
Live video stream supports DVR/rewind.	No - Granicus does not provide the ability to pause/rewind live video.
Unlimited archived video files.	Yes - The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent users for unlimited video and audio files.
Unlimited archived audio files.	Yes - Standard feature (see above)
Video can be indexed to agenda items during a meeting and indexes can be modified after the meeting.	Yes - Standard feature
Video segments can be trimmed using the video indexing solution you provide. Describe capabilities and limitations.	Yes - Standard feature
Is there a delay after a meeting ends and the final archived video being available for online viewing. If so, how long is the delay?	Yes there is minimal delay. It is the time it takes to sync video between local encoder sitting on a client's network to the Granicus local center.
External video can be uploaded and hosted. List supported formats and file size limitations.	Yes - Standard feature
Mobile	
Mobile friendly web interface.	The Government Transparency Suite allows citizens to view videos, agendas, minutes, and supporting documents on mobile devices such as Apple iOS and some Android devices.
Mobile app for IPAD and Android.	Granicus has a mobile app for Apple called iLegislate. Granicus' mobile agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over the iPad®. iLegislate is a free app that can be downloaded from iTunes, and works with any Granicus suite. iLegislate seamlessly connects agenda data to the iPad and makes it available for offline viewing. Elected members and staff can review agendas and supporting documents, annotate PDF documents, take notes, and bookmark items of interest. This mobile technology enables users to review meeting materials before, during or after a meeting from any location, even without an internet connection.
Code Management	

Management of code of ordinances.	Yes - Standard feature. The entire Code of Ordinances content can be loaded into the system for management and search capability. If using an outside codifier (e.g.MuniCode), the system creates cross references between individual Ordinance records and sections of the code book to create a quick reference to search and update the official Code book.
Management of final approved bills with list determined after council action.	Yes - Standard feature
Miscellaneous	
Unlimited meeting bodies.	Yes - Standard feature
Meeting bodies can be marked as inactive and displayed in separate view or clearly identified as inactive on public website.	Yes - Standard feature
Searchable citizen portal with calendar of upcoming meetings, links to agendas, minutes, audio and video feeds.	Yes - Standard feature of the proposed solution. You will be able to publish live and archived videos to a media portal on your website to make it easy for the public to access your content. Additionally the audience can share videos over social networking sites or through email to give greater visibility and viewership.
RSS feeds of agendas, minutes and Podcasts.	Yes - Standard feature whereby 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.
Security permissions for user groups and workflows.	Security features can be defined to a single field, user, or group and include permissions that can be applied to all data and activities. Granicus provides full system administration experts who will work with you to provide administration remotely, in addition to training you on your own administration control settings. Our administrative and technical support is available to you 24/7/365 days a year to assist you in configuring your system. Administration is easily managed through intuitive forms and table-controlled settings that do not require technical expertise. Even users with limited technical skills can be trained on how to create and manage security and other administrative modifications.
Unlimited users, meeting groups and storage.	Yes - Standard feature. The proposed solution is fully hosted and supports: Unlimited Storage, Unlimited Backups and Indefinite Archival Retention Schedules
Do you offer 24/7 support?	Yes - Standard feature. Granicus provides a 24x7x365 customer care support hotline, where you will be able to reach a live person in technical support at any time.
Describe your training process. Include details about all available training resources you will be providing.	See description of Granicus Training Section on pages 21-22 of the proposal.
Means of bulk importing meeting materials and video from other systems. Describe capabilities and limitations.	Yes - Granicus provides data conversion services as part of its professional services offerings. This typically entails migrating a client's data set into the various Granicus solutions. All data conversion projects are billed at the professional services rate (currently \$200/hr). These estimates are provided in advance once the project has been scoped.

Means of exporting data for long-term storage. Describe capabilities and limitations.	<p>Yes - The Legistar attachments function includes a document archive management tool to facilitate deletion, archiving, or printing attachment items that may have been identified with an expiration date. However, there will likely be no need to ever archive data since there is no software limitation to the number of attachment files or how long those files may be retained. As a result, system data archiving is not usually necessary and has rarely been used with Legistar for the following reasons:</p> <ul style="list-style-type: none"> • Legistar stores and retrieves its legislative information in a highly efficient database from which users can query information or generate the requested documents and screen displays on demand. • The cost of current hard disk storage has been so drastically reduced over the past years, that it is now much cheaper and more efficient to keep Legistar data online
RSS feed or other real-time means of exporting meeting information for use in external calendaring system. Describe capabilities and limitations.	Yes - Besides the automatic internal workflow notification provided during the approval process, staff and public users can also 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 into their inbox.
Email notifications are compatible with Google Mail. Describe how your system processes email.	Yes - Agenda items will be required to be approved before being rolled up in approved agenda. The Legislative Management workflow and approval routing system is designed to be flexible and automatic. Approvers are alerted with an email notice as well as a pop-up “tickler” messages on the main log in page when there is a pending item. Approval sequences are unlimited and may be modified to include or remove approvers. These can be personal user sequences or shared. Each procedural step triggers email notifications to the appropriate users.
Does your solution integrate with Microsoft Word? Describe how Word can be used with your solution?	Yes - You have the option of using a simple text or Microsoft Word editor and may switch between either at any time. In most cases, you may use your existing Word templates for consistency and easy transitioning. Either text editor option will provide staff with approved text or word processing templates. In addition to managing any number of different file types, you can define different Word templates for each file subtype.
Does your solution integrate with Google Docs? Describe how Google Docs can be used with your solution?	Yes - Legistar allows linking to Google Docs files directly, or entire collections via URL. System is able to connect to any outside files (e.g. You Tube, GIS files) or 3rd party source of information in a similar way.
Additional Required Information	
List of client websites & references.	See Client Contract References on pages 7-8

Description of software update process. Include details about frequency, staff involvement, and costs.	As a hosted service, functional updates are automatically made to the software on a periodic basis with no action or selection required of our client. When these updates include new features or enhancements, the client is typically given the option to use the feature or not, depending on needs. We require clients to stay up-to-date with our software in order to ensure smooth operation with our solution. Most of these updates include important performance improvements and fixes and when updates are made available our customer care team works with your City to schedule these updates during non-interruptive timeframes (when you are not running meetings). Hosted updates are done monthly at the Granicus data centers. Clients are notified at least 72 hours in advance and the updates take place during off hours (9:00pm Pacific Time on Fridays). These updates are mandatory. While upgrades are necessary but they do not involve any related costs in addition to what you pay in upfront costs and monthly managed services (MMS).
Description of any software or hardware that must be installed locally.	None with the proposed solutions.
List of all related modules or product lines your company offers with pricing for each.	See proposed pricing that is separate from this proposal as per the instructions in the RFP.
Include a timeline for solution implementation.	See Implementation timeline on pages 24-26.

D. TRAINING

Granicus provides online, phone, and onsite training depending on your selected solution, so that your staff receives the knowledge it needs to achieve success quickly. We also provide the industry's most comprehensive online portal for continuing education, training, and support. Here you can find pre-recorded training videos, user guides, best practices, FAQs, and plenty of support materials to ensure that your staff can get the information and support it needs. Granicus will be responsible for providing user guides and technical documentation to each user of the system. This documentation will include full and detailed operations manuals for all software applications and hardware subsystems provided as part of this solution. Below is an overview of the training agenda for your proposed solution:

Prior to Onsite—3 calls (6 hours)

1.1. Legislative Management (LM).

The Company shall provide THREE (3) 2-hour online administration training sessions. Suggested attendees are any City users responsible for administering the System. The topics of this class include legislative management with approval tracking system (ATS) and administrator training.

Onsite—3 days

1.1. Legislative Management – Drafter Training.

This course will be onsite and include one (1) 2-hour training sessions for up to twenty (20) attendees. Suggested attendees include any City users responsible for drafting and entering new Agenda items and their supporting documentation into the System and those responsible for administering the System.

1.2. Legislative Management – Approvers Training.

This course will be onsite and include one (1) 1-hour training session for up to twenty (20) attendees. Suggested attendees include any City users responsible for utilizing the ATS to approve Agenda items prior to their acceptance to future Agendas and those responsible for administering the System.

1.3. Legislative Management – Agenda Preparation.

This course will be onsite and include one (1) 3- to 4-hour training session for up to SIX (6) attendees. Suggested attendees include any City users responsible for creating and publishing Agendas from the approved Agenda items and those responsible for administering the System.

1.4. Legislative Management – Live Meeting Indexing

This course will be onsite and include one (1) 2- to 3-hour training session for up to SIX (6) attendees. Suggested attendees include any City users responsible for taking minutes during the meeting (time-stamping Agenda items and recording notes, motions, and votes during the meeting) and those responsible for administering the System.

1.5. Legislative Management – Trimming Video/Editing Timestamps for h.264 video content

This course will be onsite and include one (1) 2-hour training sessions for up to SIX (6) attendees. Suggested attendees include any City employees responsible for editing the archived video and time-stamped Agenda prior to minutes processing and those responsible for administering the System. It is recommended that the same person who is responsible for live meeting indexing also be responsible for the trimming/editing of the archived video attend.

1.6. Legislative Management – Minutes Processing

This course will be onsite and include one (1) 3- to 4-hour training session for up to SIX (6) attendees. Suggested attendees are any City employees responsible for creating and publishing minutes and those responsible for administering the System.

1.7. Legislative Management – iLegislate Training

This course will be onsite and include one (1) 1-hour training session for up to twenty (20) attendees. Suggested attendees include any City employees responsible for administering or using the System.

1.8. Legislative Management – Admin Review

This course will be a brief review of the Admin training delivered prior to onsite, focusing on central Admin tasks related to turnover and include one (1) 2-hour training session for up to SIX (6) attendees. Suggested attendees include any City employees responsible for administering the System.

Post-Onsite (2 calls, 4 hours)

We often provide 2 follow-up calls as well to assist in the go-live.

1. Agenda Prep (2 hours) for 6 attendees
2. Minutes Review (2 hours) for 6 attendees

CITIZEN PARTICIPATION SUITE: eComment and SpeakUp

2 hour online training sessions for up to 6 attendees

Who should attend this session?

The Public Information Officer, Communications Director or Staff who will be responsible for creating and updating content of the SpeakUp website; those responsible for enabling eComments

Goals:

The goal of this session is to understand how you can turn your vision into community engagement through SpeakUp, understand end-user experience, learn how to set up your SpeakUp website and show you how to manage users, content and how to analyze data.

Agenda:

- User Overview of a public SpeakUp site

- Setting Up Your SpeakUp
 - Organization /Design /Homepage/Location/Ideas /Notifications /Profile/Meetings/ Widget/ Facebook
- Managing Ideas
- Create a Forum & Analyzing Results
- Create a Discussion & Analyzing Results
- Create a Project & Analyzing Results
- Create a Survey & Analyzing Results
- Enabling & Managing eComments

E. SUPPORT AND SECURITY

Granicus 24x7x365 Support and Maintenance

- Customer satisfaction is the backbone of our company and client success is how we rate our own success. Our professional support team is available 24/7/365 so that you will always have access to a live customer support team.

24/7 Technical Support

- Support Team Headquarters
 - 600 Harrison Street, Suite 120, San Francisco, CA 94107
- Our Support Team consists of staff that spans all time zones in addition to our primary San Francisco location. We are available to you 24/7/365 days a year. We have members readily available across all time zones and cities, including: Boston, MA; Chicago, IL; and San Francisco, CA.

Reach a Technical Support Engineer (Available 24/7)

- Phone: 415-357-3618, then press “1”.
- Email: customercare@granicus.com
- (For urgent matters, please call our technical support team to speak directly with a technical engineer familiar with your account.)

Customer Service Portal

Granicus has one of the most comprehensive online support portals: www.granicus.com/csp. The Customer Service Portal includes the following features:

- Knowledge Base: Search articles about Granicus products and services. <http://help.granicus.com>.
- Online Training: Regular live and on-demand resources to learn more about your Granicus solutions. <http://help.granicus.com>.
- Support Resource Center: Find product-specific downloads, manuals, reference guides, and release notes at: <http://www.granicus.com/support/Granicus-Support.aspx>.
- Granicus Blog: Provides a community for our clients to share ideas and get the latest tools, tips, and strategies to achieve success with Granicus. Direct link: <http://blog.granicus.com>.

On-going Training

- Granicus provides on-going support as we build a lasting relationship with your team. Through our Customer Service Portal, we provide many resources designed to help you all become expert Granicus users.
- User Guides and Documentation
- Granicus shall provide a digital version of all documentation and training materials for all participants in the training sessions.

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 99.98% 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

United States

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

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
- 24x7x365 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.

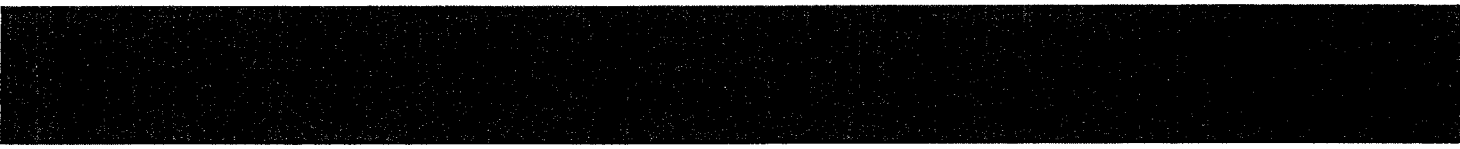
F. PROJECT IMPLEMENTATION

Project management Plan

Granicus will take responsibility for providing extensive project management services on all timelines, planning, and deployments of your proposed solutions. The result will be a successful, timely installation of your solution in an agreed upon timeframe.

Implementation Methodology

Primary responsibility of the system installment and configuration will fall under the responsibility of the Granicus staff in coordination with the City’s designated system administrator. In this case, the system administrator will be highly involved during installation in the project management, configuration, and deployment of your solution. The City’s technical staff will also be required to ensure that our solution



fits seamlessly into its current network and technical environment. Below is an overview of the anticipated implementation milestones to deploy your solution. We will work closely with your staff to implement our solution in the timeliest manner.

- **Project Kick-off:** Initially Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles and confirm network requirements.
- **System Installation:** All hardware is scheduled to be delivered to the installation site. Upon arrival, Granicus will work with the staff to install and configure all equipment related to the proposed solution.
- **Configurations:** During this phase, the technical deployment team will complete the configurations necessary to meet Granicus and City specifications. Upon completion of the configuration period, training materials will be created leveraging these configurations.
- **Acceptance and Training:** The assigned product trainers will work with your staff on full product training.
- **Final System Implementation and Post-Implementation Feedback:** In this final stage of the implementation, the City will begin using its solution in production mode.

On the following page(s), we have provided a sample of installation milestones of the proposed solution with specific deliverables and the estimated number of calendar days that each deliverable will take.

S.No.	Task Name	Duration	Resources
1	LM Project	75.5 days	
2	Pre-deployment Activity	6 days	
3	Send LM Userlist and Team Information Gathering Forms : Sales will send your team a couple of information gathering forms. These forms are used to pre-populate your database with user information. This is usually sent during the solution validation phase and completed by the Solution Validation Call.	1 day	Granicus
4	Complete Technical Prerequisites	4 days	Client PM/Clerk
5	Sales Engineer Solution Validation Call: The Solution Validation Call is the opportunity to discuss your current workflow process and existing technology set-up, as well as to ensure that the proposed plan meets all requirements necessary to deliver a successful Granicus solution.	1 day	Client PM/Clerk, Granicus, Client IT
6	Deployment Phase	66.5 days	
7	Project Kick-Off	1 day	Client PM/Clerk, Granicus PM
8	Schedule NAC Calls: During the Kickoff call we will be scheduling dates for the Needs Analysis Calls.	1 day	Client PM/Clerk, Client IT, Granicus Trainer
9	Schedule Training Dates: We will schedule the onsite training sessions on the Kickoff call.	1 day	Granicus Trainer, Client PM/Clerk
10	Create Legistar Database & Insite Page : Our IT team will create an instance of the database for Houston. They will upload the user information collected in the previous step.	10 days	Granicus PM
11	Create Legistar User Accounts : Our trainer will create user accounts for your core group	2 days	Granicus Trainer
12	Needs Analysis & System Setup	35 days	
13	Needs Analysis Call #1 - Legislative Files Tabs/Fields- GOAL: To identify the fields that make up Legislative Files (LF) and understand how the underlying data in administration is set up. This includes:	1 day	Client PM/Clerk, Granicus Workflow Analyst
14	Client Tasks: Gathering templates, codes sections, indexes and insert them into the database before NAC #2	5 days	Client PM/Clerk
15	Needs Analysis Call #2 - Approval Tracking System (ATS) - GOAL: To understand how approval tracking works and how your workflow will fit into this process.	1 day	Granicus Workflow Analyst, Client PM/Clerk
16	Client Tasks: Add approvers into the people table, enter ATS sequences and review/update email templates before NAC #3	5 days	Client PM/Clerk
17	Needs Analysis Call #3 - Agendas - Goal: To set agenda definitions, generate a sample agenda, and discuss agenda reports. This includes: <ul style="list-style-type: none"> Agenda definitions for the Primary Legislative Body Section headers Agenda numbers Style Agenda report defaults Packet creation 	1 day	Granicus Workflow Analyst, Client PM/Clerk
18	Client Tasks: Verify and update the agenda order and rules, workflow controls, agenda definitions, and agenda settings in the database before NAC #4	5 days	Client PM/Clerk, Granicus Trainer
19	Needs Analysis Call #4 - Minutes - GOAL: To set workflow actions, create sample minutes, and discuss minutes' reports. This includes: <ul style="list-style-type: none"> Define workflow actions on file types Define vote and attendance settings Define the standard motion string text Insert standard paragraphs Minute report defaults 	1 day	Granicus Workflow Analyst, Client PM/Clerk
20	Client Tasks: Determine list of actions and how motions strings should look on the minutes report. Verify and update the settings in the database before NAC#5	5 days	Client PM/Clerk, Granicus Trainer
21	Needs Analysis Call #5 - System Security and ATS Review - Goal: To understand the default security settings.	1 day	Granicus Workflow Analyst, Client PM/Clerk

22	Client Tasks: Determine list of security groups, functional list and body security options and add users to the database. Confirm the ATS sequences are entered and set up properly before the Online Admin Training #1.	5 days	Client PM/Clerk, Granicus Trainer
23	System Validation	5 days	Granicus Trainer, Granicus PM
24	Training Phase	18.5 days	
25	Online Administrator Training	1 Day	
26	<u>Day 1: Drafter & Approver Training / Agenda Preparation</u> 9-12noon: Drafters Course 1-2pm: Approvers Course 2-4pm: Generating Agenda, Publishing to Insite	1 day	Granicus, Client PM/Clerk
27	<u>Day 2: Agenda Preparation and Live Meeting Indexing</u> 9-10 am: Agenda Generation Review 10-12pm: InSite and Live Meeting Workflow (Video Indexing/Minutes data capturing) 1-2pm: InSite and Live Meeting Workflow Review 2-4 pm: Video Editing / Minutes Processing (Trimming the video, editing the timestamps, motions, votes, and notes)	1 day	Client PM/Clerk, Granicus Trainer
28	<u>Day 3: Video Editing and Minutes Processing</u> 9-10am: Video Editing / Minutes Processing Review 11-12pm: Intro to Minutes 1-4: Minutes Processing, Generating, and Publishing	1 day	Granicus, Client PM/Clerk
29	<u>Day 4 (half-day): Project Meeting</u> 9-12noon: Meeting/Q&A	0.5 days	Granicus, Client PM/Clerk
30	Completion of Roll Out Period - Completion of two or more parallel agendas to ensure system works as expected; Parallel Operations Commence.	5 weeks	Client PM/Clerk, Granicus
31	Live Operations Begin	0 days	



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

ADDENDUM #1

August 20, 2014

Request for Proposal # 133/2014

City Council Agenda Management Software Solution

Closing Date: 5:00 pm, CST, August 29, 2014

Bidders shall note these changes to the above Request for Proposal and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid. This addendum consists of the following information:

The following questions were presented for clarification. These questions and answers are to be considered incorporated in the RFP:

- 1) **Question:** When is your approximate go-Live date?

Answer: January 2015

- 2) **Question:** You mention in Functional Requirements 27 that you are interested in a system that allows citizens to provide feedback on agenda items.

- a) How do you currently take public comment from citizens?

Answer: Citizens may offer public comment by attending a Council Meeting, by contacting their representative by phone or email and by submitting an online feedback form. While we have several options currently we are interested in options to assists in gathering citizen feedback on key issues as well as agenda items.

- b) How do you aggregate, compile, and report citizen feedback?

Answer: We don't currently have a means to aggregate, compile and report on all citizen feedback but would be interested in learning about options that would integrate with agenda management software.

- c) How do you see social media helping you connect city staff and elected officials with citizens?

Answer: Social Media is a powerful tool that could be used as a means to direct citizens to a central location for offering feedback.

- 3) **Question:** In Functional Requirement 28 you mention you would like the staff to determine the topic upon which to collect citizen feedback.
- a) Would you like to have survey tool embedded with the citizen feedback module?
Answer: Yes, we would be interested in learning about survey tools that would assist with gathering citizen feedback .
- b) Would you like to have analytics on topics or items of particular importance to the Council?
Answer: Yes, If your solution offers a means of generating analytics we are interested in learning more about its capabilities.
- 4) **Question:** In Technical Specification 52 you mention "live video stream supports DVR rewind." Could you please clarify by means of example?
Answer: While watching a live Council Meeting the viewer may pause, rewind and re-watch the meeting without waiting until the meeting is complete.
- 5) **Question:** Would the city of Columbia prefer a system that allows citizens' ecomments to immediately be delivered to the council members' iPad agenda? Or would this feature be something you would rather scale into later?
Answer: Yes, we would like comments to be immediately available to Council Members via IPAD or any other device they may be using, to include PC, tablet or mobile phone.
- 6) **Question:** Would the City like the ability to gather feedback from constituents using general crowd sourcing? IE, gathering general ideas from the community on how to improve the City in general? Or would this feature be something you would rather scale into later?
Answer: If your solution offers a means of gathering general feedback from citizens we are interested in learning more about its capabilities.

NO OTHER ADDITIONAL CHANGES MADE.

WILL A. HOBART
PURCHASING AGENT
CITY OF COLUMBIA

ACKNOWLEDGMENT

The undersigned bidder hereby certifies that the change set forth in this addendum has been incorporated in their bid and is a part of the Request for Proposal # 133/2014.

Firm: Granicus

Signed: Tom Spink

Date: 08/28/2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anixter & Oser, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227	CONTACT NAME: Vanessa Weidauer / Barbara Hernandez PHONE (A/C No. Ext): (415) 898-1600 FAX (A/C No.): (415) 898-3922 E-MAIL: vanessa@properlyinsured.com ADDRESS: vanessa@properlyinsured.com
INSURED Granicus, Inc. 600 Harrison St. #120 San Francisco CA 94107	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop Cas Ins Co NAIC # 36161 INSURER B: Travelers Ind Co of CT 25682 INSURER C: Evanston Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL13123008913

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ZLP12N45052	1/1/2014	1/1/2015	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			BA3402P458	1/1/2014	1/1/2015	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> RETENTIONS	0		ZUP12N45304	1/1/2014	1/1/2015	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	UB8133P870	1/1/2014	1/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions - Misc			IT-806233	1/1/2014	1/1/2015	Each Claim \$2,000,000
	Professional Liability			Retro Date 12/13/2009			/ Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured per form CGD417 attached.

CERTIFICATE HOLDER

CANCELLATION

City of Columbia, Missouri
701 E. Broadway
P.O. Box 6015
Columbia, MI 65205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

V I Weidauer/NESSA

Vanessa Weidauer



Cost Proposal

Our pricing reflects our commitment to supply customers with the highest value. Initial Investments are a one-time fee for set up and on-site training. The Monthly Investment includes *software licensing, 24/7/365 live support, software upgrades, dedicated account management and administrative assistance.*

Product Component	Upfront Cost	Monthly
Open Platform and Government Transparency Suites	\$0.00 (No additional cost incurred – current solution)	\$704.42 (this is the City's current cost – there will be no additional charge)
Granicus Encoding Appliance	\$4,500.00	\$0.00
Legislative Management Suite • Legistar <ul style="list-style-type: none">• Project Management and Deployment Services• Legislative Management Workflow and Configuration• Electronic Approval Tracking Setup and Implementation• Training*	\$19,750.00	\$530.00
Meeting Efficiency Suite <ul style="list-style-type: none">• Intake/Creation, Project Management and Deployment Services• Minutes Creation Workflow and Configuration• Training*	\$4,850.00	\$200.00
Citizen Participation Suite	\$0.00	\$450.00
Data Migration**	\$14,000.00	NA



Tax	As Applicable	As Applicable
GRAND TOTAL for upgrade	\$43,765.00	\$1,182.00/month
GRAND TOTAL for upgrade (includes & optional streaming services)	\$47,100.00	\$1,182.00/month

This proposal expires on April 30th, 2015.

*Your Granicus solution requires on-site training. You will receive an itemized invoice for all expenses related to on-site training within 30 days of the completion of the on-site visit. **Travel expenses will not exceed \$2,000 per on-site visit.**

** Full data migration description and proposal is immediately following this pricing sheet.



Columbia MO – Data Migration (Video/Agenda/Database)

Date: 3.10.2015

Summary

The City of Columbia is interested in migrating documents from their old system into the Granicus solution. These documents consist of the following:

Data Type	Filetype	Est	Current Location
Videos	.MP4	100-150 meetings	Media Manager
Agendas, Minutes & Attachments	PDF, SQL Entries	44,000 entries across 4 tables	SQL Database

Process – What to Expect:

The Granicus Data Migration process is meant to properly account for your data and ensure all data included into this scope of work is accounted for. This quote is based on the preliminary information provided via the questionnaire – but final validation is done based on a total number of records and/or filesize migrated.

Inventory & Transfer

Once the project kicks off – a project manager will be assigned to facilitate and work with the client through the migration process.

The data will be transferred to Granicus either via FTP (provided by Granicus). After Granicus receives the data – Granicus will confirm the number of records received and/or filesize with the client to ensure the complete data set has been received.

Analysis and Mapping

- Once all data is received and analyzed by Granicus – Granicus will begin mapping the data to their new locations/fields in Legistar.
- These field mappings will be confirmed with the client before proceeding to programming

Programming and Conversion

- Data will be converted to the requisite formats to reside in the Legistar system. (eg from .doc to PDF if requested)
- A data sample will be provided to show files/records will display individually, as well as a cohesive “meeting”. These samples will reflect all the different storage methodologies utilized.



Validation & Acceptance

- Data will be verified by Granicus to ensure the proper number of records and documents have been created.

Pricing

The pricing below reflects pricing based on the amount and types of data described. Any additional data not captured in the summary above may incur additional costs. A variance of datasize of +/- 10% is acceptable.

Service	Filesize	Price
Data Migration – Media Manager - InSite	~150 MP4 files and Agendas from Current Granicus Solution	\$1000 <i>Complimentary</i>
Data Migration – SQL Database entries, Binary files and associations. Includes mapping and analysis to new Legistar fields and InSite fields	~44,000 database entries across 4 tables; total of ~13GB of data	\$14,000
<u>Total:</u>		<u>\$14,000.00</u>

EXHIBIT B

CURRENT SOLUTION

[The remainder of this page is left blank intentionally.]

EXHIBIT B

CURRENT SOLUTION

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 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 Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

Government Transparency Suite

The Government Transparency Suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency and stream meetings and events live, link related documents to your video, and provide advanced searching of archives. The Government Transparency Suite gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming for up to 50 concurrent viewers. This Suite also allows you to connect agenda data to the iPad to review agendas and supporting documents, take notes, and more through the iLegislate® application. [Click here for more information](#) on the Government Transparency Suite.

- 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

EXHIBIT C

SUPPORT INFORMATION

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

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

(b) Telephone Numbers. Office staff may be reached from 5:00 AM to 6:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customercare@granicus.com.

2. Support Policy. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, Client will be provided as much advance notice, if any, as possible under the circumstances.

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

4.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software. All costs and expenses related to the Initial SOW attached in Exhibit A is included in the pricing in Exhibit A.

4.2 Acceptance. Except for the Initial SOW attached in Exhibit A or except as otherwise stated in a SOW approved by the Parties, Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis based upon Granicus' then-prevailing rates. Within ten (10) business days of

Granicus' completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

4.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

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

[End of Support Information]

EXHIBIT D

GRANICUS, INC.

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service Agreement between Granicus and Client, for the hardware components of the Granicus Solution (the “**Hardware**”) provided by Granicus to Client. This exhibit is an additional part of the Service Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Service Agreement.

1. **Price.** The price for the Hardware shall be the price specified in the Proposal.
2. **Delivery.** Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term “sale” or “purchase.”
3. **Acceptance.** Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client’s acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. **Service Response Time.** For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to Client. Client shall grant Granicus, Inc. or its representative’s access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client’s responsibilities will include:
 - a. Mount server on Client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
5. **LIMITATION OF LIABILITY.** GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS’ LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.
6. **Hardware.** In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above mentioned services under Client’s acknowledgment that all Granicus tools and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the Client. These software tools have been qualified by Granicus to allow the highest level of service for the Client. While it is Granicus’ intention to provide all Clients with the same level of customer care and

warranty, should Client decline these recommended tools, certain levels of service and warranty may not be guaranteed.

7. **Remote Accessibility.** Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understands that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.

8. **Purchased Hardware Warranty.** For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

9. **Use of Non-Approved Hardware.** The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

10. **Client Changes to Hardware Prohibited.** Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

[End of Hardware Exhibit]

EXHIBIT E

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus®

MediaVault®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

Client Trademarks

EXHIBIT F

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by Client or expiration of the Service Agreement, Granicus and Client shall work together to provide Client with a copy of its Content. Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at any time.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days, or whenever transfer of content is completed, whichever is later.

EXHIBIT G

TECHNICAL ENVIRONMENT FOR OPTIMAL PERFORMANCE

The City of Columbia (City) has established technology standards and must adhere to them as part of the implementation process with any software purchase. The information below provides Granicus with a current summary of the City of Columbia's network and computing environments, and standards.

Network Infrastructure Configuration (WAN & Internet)

- The City's computer network encompasses over 50 buildings. The downtown Columbia facility is the core/center of the network. All key resources and IT staff are housed at this location.
- The City operates an extended star physical topology connected via City owned fiber optics. Most sites are connected at 1Gbps, though some sites are connected with multiple 1Gbps and 10Gbps links.

Data Center

- The Primary Data Center (DC) is in the City Hall building. The DC space is adequately sized.
- 120 voltage electrical circuits are available for use. The facility is supported by backup generator and Data Center UPS. The UPS can support a wide variety of voltage & current requirements. e.g. 120/15A, 120/20A, 220/20A, 220/30A, etc.
- Both the UPS and the generator have additional capacities to support incoming system(s).
- A dedicated HVAC system is used for temperature and humidity control
- The Data Center is monitored by CCTV, and Access Control is in place via a trackable system.
- There is no secondary data center in place at this time.

Data Network

- The City's data network is largely an Avaya (Formerly Nortel) based network.
- The users report that the network is very reliable and has few issues. It has a high reliability of above 99.999%.
- Most workstations have 1-Gbps switched capability and are running at 1Gbps. There are approximately 1800-1900 (Workstations, laptops, switches, printers etc.) devices on the network.
- In the IT Data Center, a majority of the servers connect to the network core switch using 1Gbps (copper) connections. There are additional ports to support incoming system(s) for this project. The server network connections will be upgraded to 10Gbps by the end of FY2015.

Logical Network

- Multiple VLANs are used on the network. Larger buildings are segmented with multiple VLANs for better traffic management.
- TCP/IP is the only protocol used on the WAN and LAN.
- IP Subnets are assigned to the VLANs as necessary.

Server & Operating System Standard

- Approximates 97% of servers are virtualized on the VMWare 5.5 environment.
- Preferred server vendor is HP. Preferred storage vendor is IBM.
- Most of the servers have some redundant features, such as dual power supplies and mirrored disks.
- Windows 2012R2 is now the preferred Server Operating system, but there are several servers running Linux.
- Active Directory (Version 2008) is in use in for Directory services.
- Hitachi IDM is in use for identity management.
- The preferred RDBMS is Microsoft SQL server 2012
- Google's Gmail product is the messaging platform, but an SMTP server resides onsite for applications to utilize, if needed.

Security Environment

The City does not discuss or divulge the security products in use publicly. Details can be discussed with the company awarded the contract.

Workstation Standard

- The Current City Standard PC purchased today is:
 - o HP/Lenovo
 - o Intel(R) Core(TM) i5-4590 CPU @ 3.30GHz
 - o 4-16GB RAM
 - o 500GB Hard Disk Drive
 - o 2 GB Video Card
 - o 10/100/1000 Network card
- The standard City OS is Windows 7 SP1
- A Linux imaging solution is used in conjunction with Microsoft Sysprep to image the PCs.
- Patching and updates are accomplished using a Dell Kbox and by Microsoft WSUS
- Desktops are on a 5 year/Workstations are on a 4 year rotation for replacement and the replacement cycle is up to date.

Web Browser Standard

- Microsoft Internet Explorer 9, Firefox 35.0.1, and Google Chrome 40.0.2214.94, are all in use in the environment.

Application Development:

- Currently run MSSQL and MySQL databases and have an internal DBA
- Applications currently supports a broad collection of programming languages. That includes standard web technologies (Html, JavaScript, CSS, Coldfusion v 11, PHP).
- Applications supports VB.Net and RPG on the As400.

IT Staffing Resources

- The IT department is currently staffed by a team of IT professionals. Teams exist to provide support in both the networking and the application support and development areas.

EXHIBIT H CLIENT'S CLOUD COMPUTING REQUIREMENTS

When the City of Columbia purchases services from an external cloud provider, as defined in this cloud strategy, the following policies must be followed:

1.0 Responsibilities of the City of Columbia

The City of Columbia will carry out the following tasks for every external cloud deployment as defined in this cloud strategy:

- 1.1 The City of Columbia will establish a written agreement with the cloud vendor. This agreement will explicitly state the responsibilities of the vendor.
- 1.2 Prior to deployment, the City of Columbia will identify the regulations and standards that in force over the data or systems that may be moved to an external cloud. The City of Columbia will develop procedures and agreements with the cloud vendors to ensure compliance with all applicable regulations and standards.
- 1.3 The City of Columbia will establish an acceptable time frame for the vendor to respond to open records requests.
- 1.4 The City of Columbia will establish a plan for the lifecycle of the service. The plan for the end of the service shall include what data will be extracted from the service, how data will be delivered, how the vendor will destroy data, and the price for these services. Data extracted from any system shall include transactional metadata, such as when data was added or changed and by whom.
- 1.5 The City of Columbia will calculate the anticipated load that will be placed on the City of Columbia internet connection. If the internet connection cannot handle the load a load management plan will be created and implemented prior to service implementation.
- 1.6 The City of Columbia will establish a business continuity plan that can be put into effect if the service ever becomes unavailable.
- 1.7 The City of Columbia shall manage all user accounts for the service. User accounts shall be managed through the existing security track procedures.

2.0 Responsibilities of the Vendors

All external cloud vendors, defined as vendors providing any cloud services as defined in this strategy to the City of Columbia must adhere to the following policies.

2.1 Records Requests

- 2.1.1 The vendor will respond to records request within the timeframe stated in the agreement. The vendor will accept liability if the records request is not fulfilled in the agreed upon timeframe.

2.2 Using City of Columbia Domain Names

- 2.2.1 All cloud deployments that are intended to perform a service for our customers will be deployed using the gocolumbiamo.com domain name.
- 2.2.2 The City of Columbia IT Department will be the sole entity responsible for the gocolumbiamo.com domain name. The cloud vendor shall not expect to maintain DNS records belonging to the City of Columbia.

- 2.2.2.1 The cloud vendor will provide the IP addresses used for the service prior to deployment. The City of Columbia IT Department will update the gocolumbiamo.com domain records accordingly.

- 2.2.2.2 The cloud vendor shall not change the addresses used with a frequency of greater than once per year.

- 2.2.2.3 The cloud vendor shall notify the City of Columbia IT department in writing on official letterhead 30 days in advance of any IP address changes.

- 2.2.2.4 The cloud vendor will use the gocolumbiamo.com only for the business purposes authorized by this agreement.

2.2.3 Email from gocolumbiamo.com

When sending email from the service using the gocolumbiamo.com domain name, the following additional policies will be in effect:

- 2.2.3.1 The cloud vendor will provide the IP addresses from which email will be sent. The City of Columbia IT Department will use this information to update the gocolumbiamo.com SPF record.

- 2.2.3.2 The addresses provided to the City of Columbia as required in 3.2.3.1 shall be only those IP addresses that are used to send email using the gocolumbiamo.com domain name.

- 2.2.3.3 The City of Columbia will update the gocolumbiamo.com SPF records according to the same policies and timelines as defined in 3.2.2 of this policy.

- 2.2.3.4 The cloud vendor will take all reasonable precautions to ensure that SPAM is not sent using the gocolumbiamo.com domain or from any IP address under cloud vendor control that has been associated with the gocolumbiamo.com domain.

- 2.2.3.5 The cloud vendor will react to email abuse reports in a timely manner.

2.3 Standards and Regulations

- 2.3.1 The cloud vendor will adhere to relevant standards. For example, SaaS vendors deploying products over the web shall adhere to OWASP or similar standards.
- 2.3.2 The cloud vendor shall take responsibility for all regulatory compliance.
- 2.3.3 The cloud vendor shall conduct regular security audits of their systems. The security audits shall include internal and external review of system security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.

2.4 System Integration

When an external cloud deployment requires access to existing information system infrastructure the following policies must be followed:

- 2.4.1 Software should run with least possible privilege. For example, if database access needs to be given, the system account should have the least possible privilege; it should not run as a user that has access to schema outside of its need.
- 2.4.2 System account names should not be easily guessed. Passwords for these accounts should not be easily guessed and should be different from other customers with the same product. Connections from system accounts should be, where appropriate and possible, controlled via access lists.

2.5 Deployment and Customization

- 2.5.1 The cloud vendor shall disclose any authentication information that exists by default. The cloud vendor shall work with the City of Columbia to remove or change these accounts from their default values. The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities.

2.6 Encryption

- 2.6.1 Cloud vendor shall establish a suitable data encryption scheme for data in transit between the City of Columbia, its customers, and the vendor. The City of Columbia will determine the suitability of the encryption scheme.
- 2.6.2 Cloud vendor shall establish a suitable encryption for City of Columbia data while in storage for both live and backup media. The City of Columbia will determine the suitability of the encryption scheme.
- 2.6.3 No encryption scheme will be considered suitable if City of Columbia data can be recovered using the same decryption key as that of another customer of the cloud vendor.

2.7 Incident Preparation

- 2.7.1 The cloud vendor will take responsibility for keeping their system software up to date. Vendors should monitor relevant discussion boards and mailing lists for security problems with products they use.
- 2.7.2 The cloud vendors shall have a method for customers and others to report security problems. This method should be well publicized and accessible. Vendors should have a method for prioritizing and acting on reports of security problems.
- 2.7.3 The cloud vendors shall have a method for correcting discovered vulnerabilities. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.

2.8 Incident Response

- 2.8.1 The cloud vendor will take responsibility for security incident handling if their system is compromised.
- 2.8.2 The cloud vendor shall immediately notify the City of Columbia of any breaches and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City of Columbia with the correct information.
- 2.8.3 If investigation, containment, and eradication efforts by the City of Columbia incur costs while fault lies with the cloud vendor, the cloud vendor will assume the costs.
- 2.8.4 The cloud vendor will provide a rapid contact method for reporting suspected abuse, 24x7x365. The cloud vendor will react in a timely manner to abuse reports from the City of Columbia.
- 2.8.5 The cloud vendor will provide their incident response plans. Response plans will include procedures for both security incident and disaster incident response.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anixter & Oser, Inc. License 0E28888 205 San Marin Drive Novato CA 94945-1227		CONTACT NAME: Vanessa Weidauer / Barbara Hernandez PHONE (A/C No. Ext): (415) 898-1600 FAX (A/C No.): (415) 898-3922 E-MAIL ADDRESS: vanessa@properlyinsured.com	
INSURED Granicus, Inc. 600 Harrison St. #120 San Francisco CA 94107		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop Cas Ins Co NAIC # 36161 INSURER B: Travelers Ind Co of CT 25682 INSURER C: Evanston Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL13123008913

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ZLP12N45052	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BA3402P458	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			ZUP12N45304	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 4,000,000
	EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$		0				\$
	<input type="checkbox"/> CLAIMS-MADE						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB8133P870	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions - Misc			IT-806233	1/1/2014	1/1/2015	Each Claim \$2,000,000
	Professional Liability						Retro Date 12/13/2009

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as additional insured per form CGD417 attached.

CERTIFICATE HOLDER

CANCELLATION

City of Columbia, Missouri 701 E. Broadway P.O. Box 6015 Columbia, MI 65205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE V I Weidauer/NESSA <i>Vanessa Weidauer</i>

CITY OF COLUMBIA, MISSOURI
 WORK AUTHORIZATION AFFIDAVIT
 PURSUANT TO 285.530 RSMo
 (FOR ALL BIDS IN EXCESS OF \$5,000.00)
 Effective 1/1/2009

County of San Francisco)
)SS.
 State of California)

My name is Jason Fletcher. I am an authorized agent of Gsanics, Inc. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

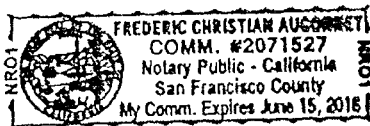
Jason Fletcher

Affiant

Jason Fletcher

Printed Name

Subscribed and sworn to before me this 31 day of March, 2015.



Frederic Christian Augonnet
 Notary Public