

AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN
MARION COUNTY AND GRANICUS, LLC

This Agreement is entered into between Marion County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and **Granicus, LLC**, a Minnesota limited liability company, whose FEIN is 41-1941088, having its headquarters and principle place of business is located at **408 St Peter Street, Suite 600, St Paul, MN 55102**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. Term.

1.1. This Agreement is effective for five (5) year(s) commencing upon execution by both Parties (the "Initial Term"), unless earlier terminated as provided herein.

1.2. COUNTY may elect, in its sole discretion, to renew this Agreement for additional terms, through written Amendment for the services, and at the same terms and conditions outlined herein, except that the Contractor may require Fee increases that shall not exceed 3.5% annually through the term of any renewal period.

1.3. COUNTY's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Marion County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. Duties of CONTRACTOR. CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to COUNTY as provided in Exhibits "1 - Granicus Proposal for Marion County FL: Q-54189 "2 – Legistar Project Plan [Example];" "3 – Security Overview;" and "4 – Granicus Encoding Appliance Technical Solutions Guide (Amax)," " (the "Work"). CONTRACTOR shall begin work on the project by July 1, 2019 to ensure the COUNTY's go-live deadline of February 1, 2020 is met.

3. Representations and Warranties. By executing this Agreement, CONTRACTOR makes the following express representations and warranties:

3.1. CONTRACTOR is a professional qualified to perform the Work described.

3.2. CONTRACTOR warrants all the Work performed by CONTRACTOR is adequate and sufficient to meet the requirements and accomplish the purposes of this Agreement.

3.3. CONTRACTOR acknowledges that COUNTY's review of the Work performed in no way diminishes CONTRACTOR's responsibility pertaining to the Work performed.

4. Method of Payment. For all Work actually, timely and faithfully performed, CONTRACTOR will be paid as follows:

4.1. Detailed costs and fee schedules are provided in "**Exhibit 1**" and "**Exhibit 2.**"

4.2. If COUNTY exceeds its purchased quantity of one hundred fifty (150) Recurring

Captioning

Services hours per year by up to twenty (20) hours per year, for up to a total of one hundred seventy (170) hours per year, CONTRACTOR will not charge COUNTY beyond the purchased amount of one hundred fifty (150) hours per year.

4.3. COUNTY may adjust number of Recurring Captioning Services hours purchased upon each annual renewal.

4.4. At the completion of the Installation and Implementation, CONTRACTOR will submit an invoice to COUNTY requesting payment for services properly rendered and expenses due and a separate invoice for the cost of the Year 1 Annual Fees. CONTRACTOR shall submit an annual invoice to COUNTY requesting payment for the Year 2 Annual Fees 365 days after Year 1 Annual Fees are due and an annual invoice to COUNTY requesting payment for the Year 3 Annual Fees 365 days after Year 2 Annual Fees are due.

4.5. CONTRACTOR's invoice(s) shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. Each invoice shall constitute CONTRACTOR's representation to COUNTY that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the invoiced amount has been reasonably incurred in accordance with this Agreement. Additionally, all services provided have served a public purpose, that all obligations of CONTRACTOR covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to CONTRACTOR that payment of any portion thereof should be withheld. CONTRACTOR shall submit invoices to COUNTY through those contacts listed in Section 5.

4.6. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Granicus, LLC
408 St Peter Street, Suite 600
St Paul, MN 55102

4.7. Except as otherwise authorized in Section 4.1, COUNTY shall not pay or reimburse CONTRACTOR for any expenses incurred by CONTRACTOR to perform the Work.

5. Notice.

Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Granicus, Inc., 408 St Peter Street, Suite 600
St Paul, MN 55102 ATTN: Dawn Kubat

COUNTY: Marion County Information Technology
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave
Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St
Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: dawn.kubat@granicus.com and ar@granicus.com. If handwriting its e-mail address CONTRACTOR assumes the risk the e-mail address is legible. COUNTY need only make its best guess at illegible handwritten e-mail address.

6. Default and Termination.

Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. The failure of CONTRACTOR to comply with any provision of this Agreement will place CONTRACTOR in default. Prior to terminating this Agreement, COUNTY will notify CONTRACTOR in writing. This notification will make specific reference to the provision which gave rise to the default. COUNTY will give CONTRACTOR thirty (30) days to cure the default. COUNTY Administrator is authorized to provide written notice of default on behalf of COUNTY, and if the default situation is not corrected within the allotted time COUNTY Administrator is authorized to provide final termination notice on behalf of COUNTY to CONTRACTOR.

6.1. COUNTY may also terminate this Agreement without cause by providing ninety (90) days' written notice to CONTRACTOR (hereinafter, "Termination for Convenience"). COUNTY Administrator is authorized to provide written notice of termination on behalf of COUNTY. Upon such notice, CONTRACTOR will discontinue all services affected (unless the notice directs otherwise) and deliver to COUNTY all public records, data, drawings, specifications, reports, estimate, summaries, and such other information and materials within the scope of Chapter 119, Florida Statutes, as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process. In the event of such termination for convenience, CONTRACTOR's recovery against COUNTY shall be limited to that portion of this Agreement amount earned through the date of termination, but CONTRACTOR shall not be entitled to any other or further recovery against COUNTY, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

6.2. If funds to finance this Agreement become unavailable, COUNTY may terminate this Agreement with no less than thirty (30) days' notice in writing to CONTRACTOR. COUNTY will be the final authority as to the availability of funds. COUNTY will pay CONTRACTOR for all Work completed prior to delivery of notice of termination. In the event of such Termination, CONTRACTOR's recovery against COUNTY shall be limited to that portion of the Annual Fee prorated through the date of termination, but CONTRACTOR shall not be entitled to any other or further recovery against COUNTY, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

7. Project Records.

7.1 General Provisions:

- i. Any document submitted to COUNTY may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- ii. In accordance with §119.0701, Florida Statutes, CONTRACTOR, *when acting on behalf of COUNTY*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, CONTRACTOR shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- iii. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

7.2. Confidential Information:

- iv. During the term of this Agreement or license, CONTRACTOR may claim that some or all of CONTRACTOR's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by CONTRACTOR in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. CONTRACTOR shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and COUNTY shall use reasonable efforts to maintain the confidentiality of the information properly identified by CONTRACTOR as "Confidential Information" or "CI."
- v. COUNTY shall promptly notify CONTRACTOR in writing of any request received by COUNTY for disclosure of CONTRACTOR's Confidential Information and CONTRACTOR may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. CONTRACTOR shall protect, defend, indemnify, and hold COUNTY, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. CONTRACTOR shall investigate, handle, respond to, and defend, using counsel chosen by COUNTY, at CONTRACTOR's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. CONTRACTOR shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. CONTRACTOR releases COUNTY from claims or damages related to disclosure by COUNTY.

7.3. Project Completion: Upon completion of, or in the event this Agreement is terminated, CONTRACTOR, *when acting on behalf of COUNTY* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to COUNTY all public records in possession of

CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion or termination of this Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion or termination of this Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to COUNTY, upon request from the CONTRACTOR's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

7.4. Compliance: A CONTRACTOR who fails to provide the public records to COUNTY within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marioncountyfl.org

B. CONTRACTOR shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

8. Insurance.

As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers

compensation and professional liability policies. The COUNTY's Procurement Services Director should be shown as the Certificate Holder, with policies for the following:

- **Business Auto Liability** with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.
- **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by CONTRACTOR for the duration of the Project. If the policy is written on a claims-made basis, CONTRACTOR must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as additional insured.

9. **Permits.** CONTRACTOR will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

10. **Laws & Regulations.** CONTRACTOR will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. CONTRACTOR is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If CONTRACTOR is not familiar with state and local laws, ordinances, code rules and regulations, CONTRACTOR remains liable for any violation and all subsequent damages or fines.

11. **Permitted Use.** Subject to the terms and conditions of this Agreement, CONTRACTOR hereby grants during the Initial Term and any Renewal Term and COUNTY hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use CONTRACTOR Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use CONTRACTOR Products and Services up to the levels limited in the applicable Order or SOW.

12. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, CONTRACTOR and/or its licensors reserve all right, title and interest in CONTRACTOR Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to COUNTY. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of CONTRACTOR or its suppliers, and no right or license is granted to use them. Throughout the performance of this Agreement, all data provided by or created specifically and exclusively for COUNTY belongs to COUNTY ("County Data"). Upon expiration or termination of this Agreement, CONTRACTOR will return all County Data to COUNTY. COUNTY may obtain copies of County Data from CONTRACTOR at any time.

13. **Indemnification.**

13.1 To the maximum extent permitted by Florida law, CONTRACTOR shall indemnify and hold harmless COUNTY and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or anyone employed or utilized by CONTRACTOR in the performance of this Agreement. CONTRACTOR agrees that indemnification of COUNTY shall extend to any and all Work performed by CONTRACTOR, its subcontractors, employees, agents, servants or assigns.

13.2 CONTRACTOR obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against

COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations

13.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of CONTRACTOR insurance coverage. This indemnification provision shall survive the termination of this Agreement between COUNTY and CONTRACTOR.

13.4 In any and all claims against COUNTY or any of its agents or employees by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

13.5 Nothing contained herein shall constitute a waiver by COUNTY of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

14. Limitation of Liability.

EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. EXCEPT AS SET FORTH IN SECTION 13, ABOVE, UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF COUNTY DATA IF SUCH ERROR, INTERRUPTION, LOSS, INACCURACY, OR CORRUPTION OCCURS OUTSIDE CONTRACTOR'S REASONABLE CONTROL; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; OR (D) FOR ANY MATTER BEYOND CONTRACTOR'S REASONABLE CONTROL, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

LIMITATION OF LIABILITY. EXCEPT FOR COUNTY'S BREACH OF THE PERMITTED USE OF CONTRACTOR'S PRODUCTS AND SERVICES, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY COUNTY FOR THE CONTRACTOR'S PRODUCTS AND SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT COUNTY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

15. Assignment of Interest. CONTRACTOR and COUNTY recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by COUNTY. Therefore, CONTRACTOR hereby assigns to COUNTY any and all claims for such overcharges as to goods, material or services purchased in connection with this Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. Successors and Assigns. COUNTY and CONTRACTOR each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. Independent Contractor. In the performance of this Agreement, CONTRACTOR is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of COUNTY. CONTRACTOR is solely responsible for the means, method, technique, sequence, and procedure utilized by CONTRACTOR in the full performance of this Agreement. Policies and decisions of CONTRACTOR, which may be represented by CONTRACTOR in performance of this Agreement, shall not be construed to be the policies or decision of COUNTY.

18. Collusion. By signing this Agreement, CONTRACTOR declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

19. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. CONTRACTOR shall notify COUNTY of any conflict of interest due to any other clients, contracts, or property interests.

20. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

21. Severability. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

22. Non Waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from this Agreement shall be brought in Marion County, Florida.

24. Attachments. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. Amendments. The Parties may amend this Agreement only by mutual written agreement of the Parties.

26. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

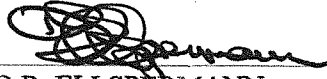
27. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

28. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

29. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.


ATTEST:

 June 4, 2019
DAVID R. ELLSPERMANN, DATE
CLERK OF COURT


APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

 6/18/19
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

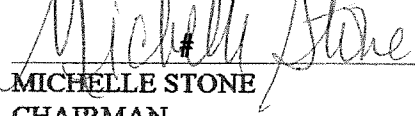
WITNESS:


SIGNATURE
Jessica Yang
PRINTED NAME

WITNESS:

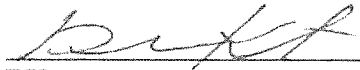

SIGNATURE
John Watkins
PRINTED NAME

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

 June 4, 2019
MICHELLE STONE DATE
CHAIRMAN

BCC APPROVED: June 4, 2019
19BE-192 | Website Upgrades, Closed Captioning
Services, and Agenda Software

GRANICUS


BY: DATE
Dawn Kubat 6/4/19
PRINTED:
VP of Legal
ITS: (TITLE)



GRANICUS EXHIBIT 1

Granicus Proposal for Marion County FL

Granicus Contact

Name: Kevin Strauss

Phone: (631) 389-3691

Email: kevin.strauss@granicus.com

Proposal Details

Quote Number: Q-54189

Prepared On: 5/10/2019

Valid Through: 6/30/2019

Pricing

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

Currency: USD

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Open Platform - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Legistar Needs Analysis and Configuration Services	See Terms and Conditions	1 Each	\$5,400.00
Legistar - Setup and Configuration	See Terms and Conditions	1 Each	\$8,100.00
Legistar - Onsite Training	See Terms and Conditions	3 Days	\$7,500.00
Legistar (Admin) - Online Training	See Terms and Conditions	4 Hours	\$900.00
Meetings Server (ME) - Setup and Configuration	See Terms and Conditions	4 Hours	\$900.00
Minutes Template (ME) - Setup and Configuration	See Terms and Conditions	1 Each	\$0.00
Open Platform - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	See Terms and Conditions	1 Each	\$3,500.00
Granicus Encoding Appliance Hardware - Setup & Config	See Terms and Conditions	1 Each	\$875.00
SUBTOTAL:			\$142,060.00

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
US Shipping Charge C - Large Item	See Terms and Conditions	1 Each	\$125.00
View Template (GT) - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Player Template (GT) - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Standard Agenda Template - Setup and Configuration	See Terms and Conditions	1 Each	\$0.00
Live Manager (GT) - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Government Transparency - Setup and Configuration	See Terms and Conditions	1 Hours	\$0.00
Performance Accelerator Hardware (Purchase)	See Terms and Conditions	1 Each	\$3,600.00
Granicus Video - Performance Accelerator - Setup & Config	See Terms and Conditions	1 Each	\$875.00
US Shipping Charge C - Large Item	See Terms and Conditions	1 Each	\$125.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	See Terms and Conditions	1 Each	\$3,500.00
Granicus Encoding Appliance Hardware - Setup & Config	See Terms and Conditions	1 Each	\$875.00
US Shipping Charge C - Large Item	See Terms and Conditions	1 Each	\$125.00
govAccess - Website Design and Implementation - Trailblazer	See Terms and Conditions	1 Each	\$37,400.00
Basic Redesign Credit	See Terms and Conditions	1 Each	-\$8,000.00
govAccess - Web Design and Implementation - Independent Sub	See Terms and Conditions	1 Each	\$9,700.00
govAccess - Web Design and Implementation - Branded w/ Domain	See Terms and Conditions	5 Each	\$16,000.00
Onsite CMS User Training - Additional Day	See Terms and Conditions	2 Each	\$2,500.00
Accessibility (Web-only) Training and Consultation-Premium	See Terms and Conditions	1 Each	\$15,000.00
Content Strategy Package - Premium	See Terms and Conditions	1 Each	\$10,000.00
govAccess Add-on - Live Chat Integration	See Terms and Conditions	1	\$1,500.00
Active Directory Integration	See Terms and Conditions	1 Each	\$4,000.00
Advanced Design Package	See Terms and Conditions	1 Each	\$3,500.00
SUBTOTAL:			\$142,060.00

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Mega Menu Designer	See Terms and Conditions	1 Each	\$2,750.00
Mega Menu Designer - Additional	See Terms and Conditions	6 Each	\$10,500.00
Customizations (Non-recurring) - Button Design	See Terms and Conditions	1 Each	\$810.00
SUBTOTAL:			\$142,060.00

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Legistar	Annual/See Terms and Conditions	1 Each	\$13,424.40
Open Platform Suite	Annual/See Terms and Conditions	1 Each	\$0.00
Meeting Efficiency Suite	Annual/See Terms and Conditions	1 Each	\$9,644.40
Government Transparency Suite	Annual/See Terms and Conditions	1 Each	\$10,400.40
Open Platform Suite	Annual/See Terms and Conditions	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual/See Terms and Conditions	1 Each	\$1,080.00
Performance Accelerator Suite	Annual/See Terms and Conditions	1 Each	\$3,240.00
Recurring Captioning Services	Annual/See Terms and Conditions	150 Hours	\$16,500.00
Upgrade to SDI 720p Streaming	Annual/See Terms and Conditions	1 Each	\$2,160.00
Granicus Encoding Appliance Software (GT)	Annual/See Terms and Conditions	1 Each	\$1,080.00
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual/See Terms and Conditions	1 Each	\$9,400.00
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual/See Terms and Conditions	1 Each	\$2,100.00
govAccess - Maint/Hosting/License Fee - Branded w/Domain	Annual/See Terms and Conditions	5 Each	\$4,750.00
SUBTOTAL:			\$73,779.20

Remaining Period(s)				
Solution(s)	Year 2	Year 3	Year 4	Year 5
Legistar	\$13,894.25	\$14,380.55	\$14,883.87	\$15,404.81
SUBTOTAL:	\$76,287.97	\$78,884.55	\$81,572.00	\$84,509.88

Remaining Period(s)				
Solution(s)	Year 2	Year 3	Year 4	Year 5
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
Meeting Efficiency Suite	\$9,981.95	\$10,331.32	\$10,692.92	\$11,067.17
Government Transparency Suite	\$10,764.41	\$11,141.17	\$11,531.11	\$11,934.70
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,117.80	\$1,156.92	\$1,197.42	\$1,239.32
Performance Accelerator Suite	\$3,353.40	\$3,470.77	\$3,592.25	\$3,717.97
Recurring Captioning Services	\$17,077.50	\$17,675.21	\$18,293.84	\$18,934.13
Upgrade to SDI 720p Streaming	\$2,235.60	\$2,313.85	\$2,394.83	\$2,478.65
Granicus Encoding Appliance Software (GT)	\$1,117.80	\$1,156.92	\$1,197.42	\$1,239.32
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$9,729.00	\$10,069.51	\$10,421.94	\$10,943.05
govAccess - Maint/ Hosting/License Fee - Independent Sub	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
govAccess - Maint/ Hosting/License Fee - Branded w/Domain	\$4,916.25	\$5,088.32	\$5,266.41	\$5,450.75
SUBTOTAL:	\$76,287.97	\$78,884.55	\$81,572.00	\$84,509.88*

Optional Solutions			
Solution	Billing Frequency	Quantity/Unit	Associated Fee
Boards and Commissions	Annual	1 Each	\$18,000.00
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
Boards and Commissions - Data Import	Upon Delivery	10 Hours	\$2,250.00
Boards and Commissions - Online Training	Upon Delivery	1 Hours	\$0.00
Boards and Commissions - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$7,200.00
VoteCast Display - Setup and Configuration	Upon Delivery	4 Hours	\$0.00
VoteCast Tablet (ME) - Setup and Configuration	Upon Delivery	4 Hours	\$0.00
VoteCast - Onsite Training	Upon Delivery	2 Days	\$5,000.00
VoteCast Display CPU (Dell) (ME)	Upon Delivery	1 Each	\$980.00
US Shipping Charge B - Medium Item	Upon Delivery	1 Each	\$60.00
iLegislate Voting - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
iLegislate Voting - Onsite Training	Upon Delivery	1 Days	\$0.00
Citizen Participation Suite	Annual	1 Each	\$10,800.00
Open Platform Suite	Annual	1 Each	\$0.00
Open Platform - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
eComment	Annual	1 Each	\$0.00
eComment - Online Training	Upon Delivery	1 Hours	\$0.00
eComment - Setup and Configuration	Up Front	1 Each	\$0.00
SpeakUp	Annual	1 Each	\$0.00
SpeakUp - Online Training	Upon Delivery	1 Hours	\$0.00
SpeakUp - Setup & Configuration	Up Front	1 Each	\$0.00
OPTIONAL SOLUTIONS TOTAL:			\$44,290.00

Remaining Period(s)				
Optional Solution(s)	Year 2	Year 3	Year 4	Year 5
Boards and Commissions	\$18,630.00	\$19,282.05	\$19,956.92	\$20,655.41
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
VoteCast Standard Package (Tablet) (ME)	\$7,452.00	\$7,712.82	\$7,982.77	\$8,262.17
Citizen Participation Suite	\$11,178.00	\$11,569.23	\$11,974.15	\$12,393.25
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
eComment	\$0.00	\$0.00	\$0.00	\$0.00
SpeakUp	\$0.00	\$0.00	\$0.00	\$0.00

Product Descriptions

Name	Description
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Configuration services for one meeting body\type • One Legistar database • One InSite web portal • Design services for one agenda report template • Design services for one minute's report template
Open Platform Suite	<p>Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.</p>
Open Platform - Setup and Configuration	<p>Setup and configuration for Open Platform</p>
Legistar Needs Analysis and Configuration Services	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Access to existing Web-based recorded trainings around standard account functions and capabilities • Up to five two-hour needs analysis calls with a business analyst <p><i>The implementation process takes three to six months, on average, depending on the availability of stakeholders.</i></p>
Legistar - Setup and Configuration	<p>Legistar Project Management and Deployment Services is the professional service time for deploying a Legistar system.</p>
Legistar - Onsite Training	<p>Legistar - Onsite Training is for onsite training for Legistar, which allows clients to have a Granicus trainer onsite to show them how to use the system.</p> <p>Onsite Training includes travel, meals and lodging expenses.</p>
Legistar (Admin) - Online Training	<p>Legistar Admin - Online Training is for online training for Legistar Administration, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.</p>

Product Descriptions

Name	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • One MS Word or HTML minutes template (additional templates can be purchased if needed)
Meetings Server (ME) - Setup and Configuration	Initial set up and implementation of video encoder
Minutes Template (ME) - Setup and Configuration	Initial set up and implementation of one minutes template
Minutes - Online Training	online training for Minutes, which allows clients to have online sessions with a Granicus trainer to show clerks how to take minutes during a meeting and how to edit and publish them after a meeting.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.

Product Descriptions

Name	Description
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item
View Template (GT) - Setup and Configuration	Initial set up and implementation of viewpage template
Player Template (GT) - Setup and Configuration	Initial set up and implementation of video player template
Standard Agenda Template - Setup and Configuration	Initial set up and implementation of one standard agenda template
Live Manager (GT) - Setup and Configuration	Initial set up and implementation of LiveManager, ensuring timestamp capabilities for meeting agendas
Granicus Video - Online Training	Granicus Video - Online Training
Government Transparency - Setup and Configuration	Setup and configuration for Government Transparency
Performance Accelerator Suite	Performance Accelerator Suite provides the ability to utilize the performance accelerator within a network. Requires Performance Accelerator or Virtual Performance Accelerator to distribute video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.
Performance Accelerator Hardware (Purchase)	Performance Accelerator (Standard) Server is hardware utilized to distribute video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.
Granicus Video - Performance Accelerator - Setup & Config	Remote configuration and deployment of the Performance Accelerator.
US Shipping Charge C - Large Item	US shipping of a large item

Product Descriptions

Name	Description
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item

Product Descriptions

Name	Description
govAccess – Website Design and Implementation - Trailblazer	<p>Website Design and Implementation - Trailblazer provides a citizen focused website and includes:</p> <ul style="list-style-type: none"> • Advanced UX Consultation, which may include one (1) or more of the following: <ul style="list-style-type: none"> • One (1) site analytics report • One (1) heatmap analysis • One (1) internal stakeholder survey • One (1) community stakeholder survey • One (1) remote user testing of top tasks • Three (3) customer journeys (top tasks or heavily visited webpages) identified for optimization -Fully customized homepage wireframe • Fully responsive design • Custom mobile homepage or standard mobile responsive homepage • Video background or standard rotating image carousel (switchable at any time) • Three (3) specialty alternate homepages - Choose from Granicus' library including emergencies, election night, special events • Four (4) customer experience features - Choose from Granicus' library including service finder, geo finder, or data visualization banner • Programming/CMS implementation • Ten (10) forms converted into the new CMS • Three (3) days of on-site consultation / training to be applied towards additional project management or training (two (2) of three (3) days must be consecutive)
govAccess - Maintenance, Hosting, & Licensing Fee - Core	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"> • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
Basic Redesign Credit	<p>Client understands and agrees that completion of website design services provided herein fulfills Granicus' obligation to deliver a basic graphic redesign of the website.</p>

Product Descriptions

Name	Description
govAccess - Web Design and Implementation - Independent Sub	<p>Independent Subsite Package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of templates. The package includes:</p> <ul style="list-style-type: none"> • Unique design theme, including color palette for landing page and interior pages • Unique header and footer • Unique navigation design • Individual URL and search capabilities • Optional custom mobile homepage (included)
govAccess - Maint/ Hosting/License Fee - Independent Sub	<p>Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite:</p> <ul style="list-style-type: none"> • Monthly software updates • Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess - Web Design and Implementation - Branded w/Domain	<p>Branded Subsites allow a department to customize their pages with a unique color scheme and branding while still utilizing the framework of the main website. This package includes:</p> <ul style="list-style-type: none"> • Wireframe based on the main website • Unique design theme, including color palette for landing page and interior pages • Customizable background image or slideshow • Customizable navigation, including graphics • Customizable header and footer • Individual URL and search capabilities
govAccess - Maint/ Hosting/License Fee - Branded w/Domain	<p>Maintenance, Hosting and Licensing includes the following for Independent Subsite(s) covered by the subscription:</p> <ul style="list-style-type: none"> • Monthly Software Updates • Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday) • Training Webinars and On-Demand Video Library • Best Practice Webinars and Resources • DDoS Mitigation • Disaster Recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

Product Descriptions

Name	Description
Onsite CMS User Training - Additional Day	<p>Includes an additional day of on-site CMS User Training. Standard training program covers the key features and functions of govAccess, including:</p> <ul style="list-style-type: none"> • Creating and editing a page • Managing page approvals and permissions • Uploading and managing images • Uploading and managing documents • Creating and editing news items • Creating and editing calendar items • Reviewing advanced components <p>An individualized training plan will be developed based on the client's permission levels and the group's technical skills.</p>
Accessibility (Web-only) Training and Consultation-Premium	<p>Granicus will provide a frontend website design, excluding third-party tools, compliant with WCAG 2.0 upon completion and only to the extent validated by Granicus' accessible content formatting and testing process. This service includes advanced training and services to help the client get started creating and maintaining an accessible website:</p> <ul style="list-style-type: none"> • Design website in compliance with WCAG 2.0 standards • Test website to WCAG 2.0 standards using automated tool • Develop the client's accessibility statement • Training in accessibility-focused CMS functions • Reformat up to 250 of the client's pages in total per client to comply with both WCAG 2.0 standards and content strategy best practices • Onsite Web Accessibility Training in accessibility-focused CMS functions, including what the standards are, why they are important and how to create compliant content • Provide guidance on developing the client's accessibility policy • Manually test accessibility of new site's top five (5) tasks for a disability of the client's choosing (vision-impaired, hearing-impaired, difficulty using a mouse, cognitive disability) and provide report with remediation recommendations

Product Descriptions

Name	Description
Content Strategy Package - Premium	<p>The Premium Content Strategy Package will introduce staff members to content strategy and writing for the Web and includes:</p> <ul style="list-style-type: none"> • On-site consultation and process meeting to create a custom content strategy process • Web analytics report detailing content strategy opportunities (Available only if Granicus is granted access to the client's analytics) • On-site content strategy and plain language writing for the Web • Training customized for the client, including group exercises updating the client's content • Content development and migration best practices guide • Website content best practices guide • Website persona exercise materials • Communicating with your audience exercise materials • Task process evaluation exercise materials • Writing for the Web textbook • Revise up to 250 web pages in total per client, to comply with both content strategy best practices and WCAG 2.0 standards (As also listed under the Accessibility (Web-only) Training and Consultation-Premium description)
govAccess Add-on - Live Chat Integration	A custom display of a 3rd party vendor chat box. Note: costs for 3rd party chat vendor still apply.
Active Directory Integration	Includes integrating Active Directory (AD) with the govAccess CMS. This will let AD accounts log-in to the govAccess CMS backend and/or govAccess CMS Extranet. Client commitments required: AD currently in use server to install the govAccess AD web service from client provided sub-domain and SSL certificate.
Advanced Design Package	<p>Includes Advanced UX and one (1) of the following options:</p> <ul style="list-style-type: none"> • Parallax scrolling • Anchor Scrolling • Staggard Tile
Mega Menu Designer	<p>The Mega Menu Designer allows clients to customize and design flexible menus on the client's website. Customization includes:</p> <ul style="list-style-type: none"> • Defining the levels of navigation and number of columns in the menu • Adding extra columns and placing widgets in these columns (Widgets that can be added to Mega Menus include: News, Events, RFPs, FAQs, Facilities, Jobs, and the Staff, Business, and Service Directories) • Stacking multiple widgets in the same column
Mega Menu Designer - Additional	Cost for each additional Mega Menu (i.e. for Intranet or Subsites)

Product Descriptions

Name	Description
Customizations (Non-recurring) - Button Design	The following described service is a "Customization". A "Customization" is non-standard functional programming that is unique to a particular client and can potentially conflict with visionLive updates.

Product Descriptions

Name	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to one Granicus platform site • Access to one Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details. • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting • Optional custom templates for document or report generation (additional upfront charge applies)
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Boards and Commissions - Data Import	Import legacy data into Boards and Commissions to have access to historical data from a previous system used prior to buying Boards and Commissions.
Boards and Commissions - Online Training	Boards and Commissions - Online Training is for online training for Boards and Commissions, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Boards and Commissions - Setup and Configuration	Setup and configuration for Boards and Commissions

Product Descriptions

Name	Description
VoteCast Standard Package (Tablet) (ME)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room
VoteCast Display - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Design service for VoteCast Display template updates • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>
VoteCast Tablet (ME) - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • VoteCast installation on one of the following hardware setups: Dell CPU and ELO Touchscreens, Microsoft Surface tablets, or iLegislate-enabled devices • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>
VoteCast - Onsite Training	<p>Onsite training session with a Granicus professional services trainer.</p> <p>The client agrees to pay travel expenses for Granicus employees (including but not limited to airfare, lodging and meals) not to exceed an additional two thousand dollars (\$2,000.00) per trip and per solution.</p>
VoteCast Display CPU (Dell) (ME)	<p>Dell CPU hardware for VoteCast Display that outputs meeting information like current agenda item or vote results to displays in the meeting room such as TVs or projectors.</p>

Product Descriptions

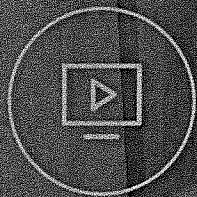
Name	Description
US Shipping Charge B - Medium Item	US shipping of a medium item
iLegislate Voting - Setup and Configuration	Setup and configuration of iLegislate Voting
iLegislate Voting - Onsite Training	Onsite Training for iLegislate Voting
Citizen Participation Suite	<p>The Granicus Citizen Participation suite provides the ability to involve the community throughout the legislative process and produce better outcomes. The Citizen Participation suite also reduces staff time by providing the ability to effortlessly collect, manage, and prioritize citizen input. The software provides a convenient way for citizens to voice their feedback and participate online. Granicus Citizen Participation includes:</p> <ul style="list-style-type: none"> • Unlimited user signup • SpeakUp tool • eComment tool • Ability for citizens to sign up and participate in online projects, discussions, forums, ideas, surveys, and meetings • Spam protection through CAPTCHA • Profanity filters • Role permissions for administrators • Idea module • Discussion module • Forum module • Projects module • Survey module • Meetings module • Reporting on a module by module basis • Ability to request, speak, or comment on agenda items
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
eComment	eComment only
eComment - Online Training	Virtual training session with a Granicus professional services trainer

Product Descriptions

Name	Description
SpeakUp	SpeakUp only
SpeakUp - Online Training	Virtual training session with a Granicus professional services trainer

Terms and Conditions

- Marion County FL's existing vLive subscription(s) will be decommissioned if being replaced by new solutions. Marion County FL will be credited for any prepaid fees for the decommissioned subscriptions, prorated from the decommission date.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Marion County FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-54189 dated 5/10/2019 are incorporated into this Purchase Order by reference.
- Granicus will provide a three (3) year warranty with respect to required hardware. Within the three (3) year warranty period, Granicus shall repair or replace any required hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.
- Billing Frequency Notes: The One-Time Fees and Annual Fees for New Subscriptions total of \$215,839.20 for the first year of this Agreement will be billed according to the following payment schedule:
 - A payment of \$92,000 of the One Time Fees will be due 30 days from Agreement Signature Date;
 - A payment of \$50,060 of the One Time Fees due 11/15/2019;
 - Annual Fees for New Subscriptions will be invoiced upon project go live/Completion by product family:
 - New Subscriptions on this Agreement for the govAccess Solutions comprising of the "govAccess - Maintenance, Hosting, & Licensing Fee - Core", "govAccess - Maint/Hosting/License Fee - Independent Sub", and "govAccess - Maint/Hosting/License Fee - Branded w/Domain" line items will be invoiced together when the final product goes live. This invoice date will serve as the annual renewal date for these Subscriptions.
 - The remaining New Subscriptions on this Agreement will be invoiced together as govMeetings Solutions upon implementation completion. This invoice date will serve as the annual renewal date for these Subscriptions.
 - * The Fifth (5th) Year Subscription renewal will be prorated to align the end of the Agreement Period of Performance.



Granicus Video

A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time

by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.



Live event streaming



Archive videos with unlimited storage



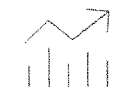
Searchable, indexed content



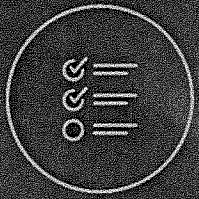
Publish a complete public record



Closed captioning add-on for ADA compliance



Reports to analyze public participation



Legistar

Customize the entire legislative and agenda management workflow

Reach new levels of automation with a complete legislative solution that manages decisions and automates the workflow of legislative items from introduction to final passage. Extensive configurability sets Legistar apart from the rest with unlimited workflow sequences that can be customized to cater to an unlimited number of users, records and managing bodies. Legistar automates legislation drafting and agenda creation with a built-in, customizable workflow that tracks each item throughout the approval process.

A single piece of legislation can flow through dozens of agendas and drafts

before more than a handful of boards until it's agreed upon, all too often getting lost and rewritten in the process. Easily create new documents for meeting agendas in Legistar or Microsoft Word, then digitally organize them to automatically associate the files to the correct workflow.

The program automates agenda creation and meeting execution with tools to streamline minutes, voting, full reporting and publishing to a citizen-facing web portal for boosted transparency. From drafting files, through assignment to various departments, to final approval, Legistar reduces workloads and creates a more efficient method for managing



Eliminate manual workflows



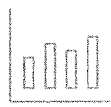
Automate a customizable legislative workflow



Automate agenda material compilation and approval



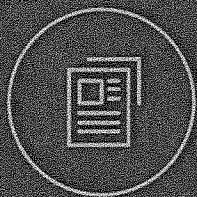
Integration to manage documents with Microsoft Word



Track progress and generate reports



Unlimited workflow sequences, users and records



Minutes

Modernize and simplify meeting minutes creation

Granicus Minutes reduces labor, and streamlines minutes creation by electronically capturing roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. When a meeting ends, the tool transfers captured content to a minutes document, allowing users to finalize minutes quickly and easily in Microsoft Word.

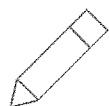
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staff countless hours in their post-meeting workflow.

Minutes can also integrate with other Granicus products to further streamline the meeting process. Import agendas directly from agenda management systems, digitally capture vote results with VoteCast, and publish minutes alongside indexed meeting recordings using Granicus Video.



Digitally capture meeting content



Record motions, votes and notes



Save time in post-meeting workflow



Finalize minutes in Microsoft Word



Publish PDF or HTML minutes

Granicus govAccess

A GOVERNMENT WEBSITE TO BETTER SERVE YOUR CITIZENS

Most people come to a government website with one goal – to complete a task – yet most government websites fail to deliver. With Granicus govAccess, user-friendly design, powerful content, accessibility, and secure transactions have never been easier.

A TRANSFORMATIVE DIGITAL EXPERIENCE

Let us help you take your website to the next level, promoting self-service, transparency, and civic engagement. Your project will start with our advanced UX research to identify the services and information important to your website visitors. We'll also work to break down departmental silos and optimize the digital citizen journey across all devices.

SIMPLE, YET DYNAMIC GOVERNMENT CMS

govAccess is a content management system (CMS) that was purpose built for government, allowing your staff to easily create content that informs, engages and serves their communities. Our CMS makes it easy to manage mobile experiences, bring more services online, share content through popular social media channels, create custom interior pages, and more – all while ensuring consistency and control.

ENTERPRISE-CLASS HOSTING + SUPPORT

From our state-of-the-art hosting infrastructure with greater than 99.9% uptime, to a team of certified government experts and tech gurus, the govAccess team relentlessly focuses on client satisfaction. Continuous optimization, regular health checks that include research-based recommendations, and 24x7 support deliver guaranteed success.



Heatmaps help us understand where eyes and clicks are going on your site.



Basing our redesign on science, rather than emotion, helped to keep everyone on the same page as we worked through the process of transforming our web presence from a mere website to a customer service portal.

*John Papp
Deputy City Manager
City of Portland*



WEBSITE DESIGN + IMPLEMENTATION – TRAILBLAZER

- ✓ Advanced UX consultation including
 - Heatmap analysis, web analytics, internal stakeholder survey, community survey
 - Remote user testing of top tasks
 - Three (3) customer journeys (detailed analysis + recommendations to optimize top tasks)
 - Website usability report
- ✓ Fully custom homepage wireframe
- ✓ Fully responsive design
- ✓ Video Background or Standard Rotating Image carousel (switchable at any time)
- ✓ Three (3) specialty alternate homepages - choose from our library including emergencies, election night, special events
- ✓ Three (3) customer experience features - choose from our library including service finder, geo finder, data visualization banner
- ✓ Website Programming + CMS Implementation
- ✓ Migrate up to 200 webpages
- ✓ Ten (10) forms converted into the new CMS
- ✓ Three (3) days of onsite consultation / training to be applied toward onsite project management or training (two of three days must be consecutive)



KEY CMS FEATURES

- ✓ Ongoing software updates (quarterly)
- ✓ Role-based dashboard for easy content updates, approvals + ability to lock down user permissions
- ✓ Mobile management to analyze mobile traffic and customize display on mobile device
- ✓ Interior page builder with drag-and-drop page building, 100+ widgets, save and reuse layouts + more
- ✓ Social media management with ability to schedule + preview posts to multiple social media accounts
- ✓ Form and survey builder with ready-to-use templates for the most common use cases, conditional logic, payment processing, and legally binding digital signatures
- ✓ Flexible search with the ability to define search synonyms, promote page + more
- ✓ Universal API + a vast number of commonly used apps integrated out-of-the-box



SUPPORT + MAINTENANCE

- ✓ 24/7 support
- ✓ Online help, including an extensive library of on-demand training videos
- ✓ Hosting infrastructure with 99.9% uptime
- ✓ Disaster recovery w/ 90 min failover (RTO), data replication every 15 mins (RPO), failover testing every 2 wks.
- ✓ Enterprise grade DDoS mitigation
- ✓ Industry leading data security (advanced threat detection and penetration)

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Chief Information Officer
City of San Francisco*



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SpeakUp

Facilitate an online community dialogue

SpeakUp crowdsources information via an online forum to help agencies gather input, prioritize projects and make the best decisions for their community.

Providing the ability to engage citizens beyond in-person meetings, on their own schedule, SpeakUp offers a convenient and more accessible online space to connect with local government. Organizations can invite larger audience participation by tapping into existing social media followers and inviting participation from their organization's website.

Survey constituents for early-stage feedback on community ideas, receive public input to truly understand areas of

concern, and open items for discussion amongst the larger group, all the while maintaining control of the conversation with built in safeguards such as login requirements, profanity filters and the option to flag inappropriate content.

Additional perspective is available by running backend demographic and feedback analytics to build a representation of who is participating, where they're from and how they've interacted. Feedback can be passed directly into the hands of decision-makers, most simply through integration with iLegislate, another powerful Granicus tool.



Foster online community feedback



Discussions, forums and survey options



Built in safeguards to maintain decorum



Automated topic updates for contributors



Demographic and feedback analytics



Boards and Commissions

Manage seat appointments, vacancies and citizen applications

Boards and Commissions allows clerks and staff to easily manage the entire committee appointment process. The system displays and promotes current and upcoming vacancies on the organization's existing website in real-time. Applicants can apply online, and clerks receive the

information on the admin dashboard in an organized format. Staff can use insightful graphs, searches and filters to review and organize applications, and submit qualified candidate information for selection.



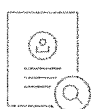
Paperless board management



Customize application forms



Post roster and vacancies online



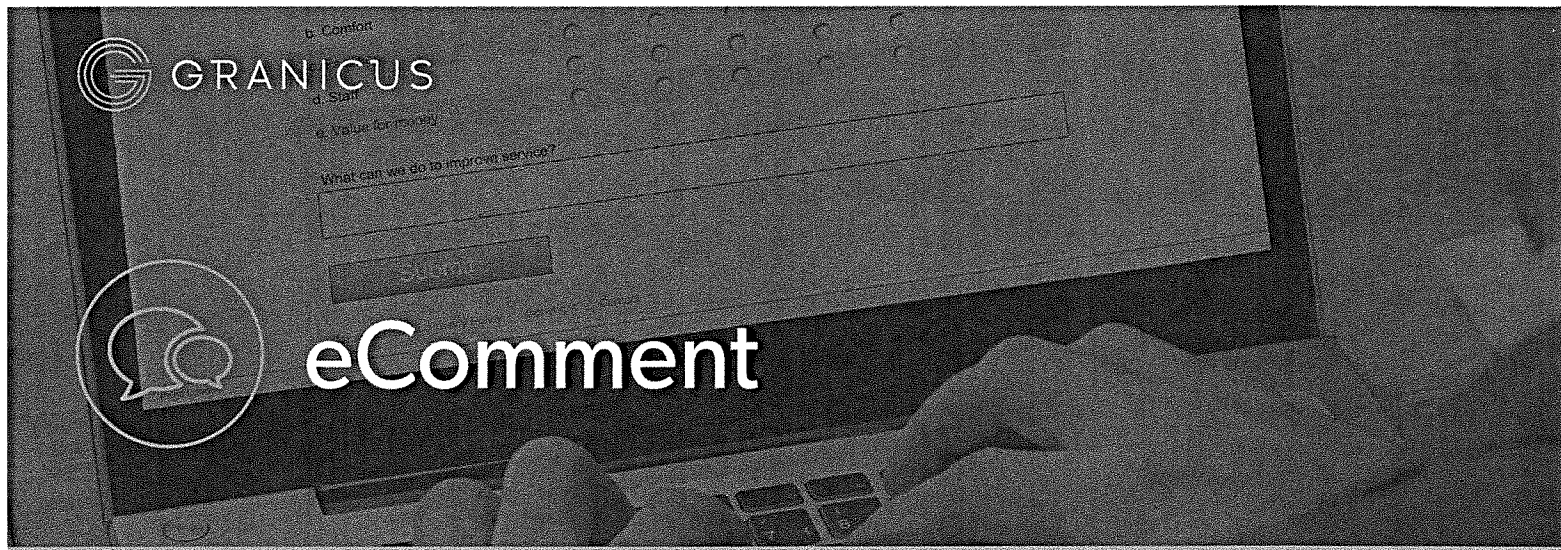
Search and generate reports on applications



Share information within org



Integrate with Granicus agenda management tools



Boost citizen participation with online feedback on public agendas

eComment is tightly integrated with published agendas to allow citizens to comment on upcoming agenda items, which adds community member voices to the democratic process and makes citizen participation in public meetings convenient. Citizens can review agenda item details, indicate their position on an item, request to speak in a live meeting and leave written or video feedback.

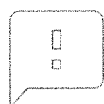
While facilitating an open discussion, agencies can keep feedback from becoming too unwieldy by controlling

which agenda items receive comments and establishing timelines and word count limits for comments.

All comments can be consolidated into an in-depth, graphical report and delivered to elected members prior to a meeting, helping them better understand and consider the views of their constituents. eComment also integrates seamlessly with the Granicus iLegislate app so council members can digitally review feedback and comments on their mobile device.



Boosts citizen participation



Digital feedback on agenda items



Support/reject buttons uncomplicate citizens' positions



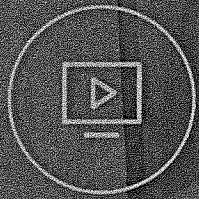
Built-in safeguards to maintain brevity and decorum



Automatically enters into public record



In-depth, graphical reporting



Granicus Video

A complete video solution for government

Granicus Video enables organizations to build a content-rich library of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

With easy-to-use media management tools, agencies can schedule and broadcast live webcasts while simultaneously recording and archiving the live content to unlimited storage. Agendas can be imported prior to each meeting, allowing for video to be indexed in real-time, which eliminates hours of follow up work after an event has ended. After the meeting, publish a full and integrated public record which links the agenda directly to the video.

Empowered citizens can browse published agendas and supporting documents or save time

by performing keyword searches to jump directly to specific topics, making it easier for viewers to find the information they're most interested in. Citizens can also subscribe to agendas or keyword searches to get real-time notifications when new, relevant content becomes available.

Opt in to HD video for an enhanced viewing experience or further enable accessibility and ensure ADA compliance by adding closed-captioning services. Agencies can monitor and analyze public interest through visitor and viewership reports, which break down visitor statistics, including most-popular content, number of views, length of time on site, and more to better understand the viewing audience.



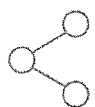
Live event streaming



Archive videos with unlimited storage



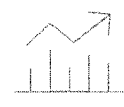
Searchable, indexed content



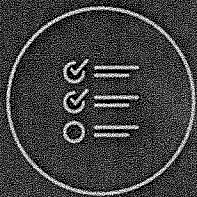
Publish a complete public record



Closed captioning add-on for ADA compliance



Reports to analyze public participation



Customize the entire legislative and agenda management workflow

Reach new levels of automation with a complete legislative solution that manages decisions and automates the workflow of legislative items from introduction to final passage. Extensive configurability sets Legistar apart from the rest with unlimited workflow sequences that can be customized to cater to an unlimited number of users, records and managing bodies. Legistar automates legislation drafting and agenda creation with a built-in, customizable workflow that tracks each item throughout the approval process.

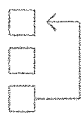
A single piece of legislation can flow through dozens of agendas and drafts

before more than a handful of boards until it's agreed upon, all too often getting lost and rewritten in the process. Easily create new documents for meeting agendas in Legistar or Microsoft Word, then digitally organize them to automatically associate the files to the correct workflow.

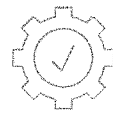
The program automates agenda creation and meeting execution with tools to streamline minutes, voting, full reporting and publishing to a citizen-facing web portal for boosted transparency. From drafting files, through assignment to various departments, to final approval, Legistar reduces workloads and creates a more efficient method for managing



Eliminate manual workflows



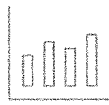
Automate a customizable legislative workflow



Automate agenda material compilation and approval



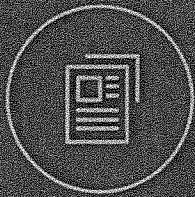
Integration to manage documents with Microsoft Word



Track progress and generate reports



Unlimited workflow sequences, users and records



Minutes

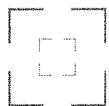
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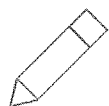
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Digitally capture meeting content



Record motions, votes and notes



Save time in post-meeting workflow



Finalize minutes in Microsoft Word



Publish PDF or HTML minutes

EXHIBIT 2
LEGISTAR PROJECT PLAN [Example]

Task	Product	Product	Start	Finish	Duration	Owner (Primary)
0.00	Pework					
0.10	Client Readiness Call	OP/GT	06/03/19	06/03/19	1h	Client and Granicus
0.20	Provide Legistar People List	LM	06/03/19	06/10/19	1w	Client
0.30	Create Open Platform Site (Media Manager)	OP/GT	06/10/19	06/10/19	1d	Granicus PM
0.40	Create Legistar Database	LM	06/10/19	06/24/19	2w	Granicus PM
1	PROJECT KICK OFF					
1.10	Introductions and explanation of deployment methodology	OP/GT/LM	07/01/19	07/01/19	1h	Granicus PM & Client
1.10	Scheduling Installation/Configuration	OP/GT	07/01/19	07/01/19	1h	Granicus Trainer & Client
1.10	Schedule Needs Analysis Calls	LM	07/01/19	07/01/19	1h	Granicus PM & Business Analyst
1.20	Schedule Training	OP/GT/LM	07/01/19	07/01/19	1h	Granicus Trainer
1.30	Granicus Sends Follow up Email with Documentation	OP/GT/LM	07/02/19	07/02/19	1d	Granicus PM
1.40	Send Invites for Training Sessions	OP/GT/LM	07/02/19	07/02/19	1d	Granicus Trainer
1.50	Schedule Training Plan Call	OP/GT/LM	07/02/19	07/02/19	1d	Granicus Trainer
1.60	Send Invites for Needs Analysis Calls	LM	07/02/19	07/02/19	1d	Granicus Business Analyst
2	CONFIGURATION & DEPLOYMENT					
2.01	Share Open Platform Site Information (Media Manager)	OP/GT	07/02/19	07/02/19	1d	Granicus PM
2.02	Order Hardware	OP/GT	07/02/19	07/02/19	1d	Granicus PM
2.03	Send Legistar Install Link to Client	LM	07/02/19	07/02/19	1d	Granicus PM
2.04	Player page and view page creation/modification	OP/GT	07/02/19	07/30/19	4w	Granicus Technical Services
2.05	Client Receives and Installs Hardware	OP/GT	07/23/19	07/30/19	1w	Client
2.06	Hardware/Software Configuration and Testing	OP/GT	07/30/19	08/06/19	1w	Granicus PM
2.07	Configure Project Team Legistar Login Accounts	LM	07/02/19	07/09/19	1w	Granicus PM
2.08	Client IT Installs Legistar on Project Teams User PCs/laptops	LM	07/02/19	07/09/19	1w	Client
2.09	Needs Analysis Call 1	LM	07/16/19	07/16/19	2h	Granicus Business Analyst & Client Team
2.13	Needs Analysis Call 2	LM	07/23/19	07/23/19	2h	Granicus Business Analyst & Client Team
2.14	Needs Analysis Call 3	LM	07/30/19	07/30/19	2h	Granicus Business Analyst & Client Team
2.15	Needs Analysis Call 4	LM	08/06/19	08/06/19	2h	Granicus Business Analyst & Client Team
2.16	Needs Analysis Call 5	LM	08/13/19	08/13/19	2h	Granicus Business Analyst & Client Team
2.17	Determine Scope of Work - Agenda, Minutes & Staff Report	LM	08/20/19	08/27/19	1w	Granicus PM, Business Analyst & Client Team
2.18	Report Template Customization - Agenda, Minutes & Staff Report	LM	08/27/19	09/24/19	1m	Granicus PM, Business Analyst & Granicus Design Team
2.19	InSite (Public-Facing Page)	LM	09/24/19	09/24/19	1d	Granicus Technical Services
2.20	InSite Page Review / Revisions	LM	09/24/19	10/08/19	2w	Client Team
2.21	InSite Page Finalized	LM	10/08/19	10/08/19	1d	Granicus PM & Client Team
2.22	Workflow Review	OP/GT/LM	10/15/19	10/15/19	2h	Granicus PM, Business Analyst, Trainer & Client Team
	Billing Cycle Begins		10/15/19	10/15/19	0d	
3	TRAINING					
3.10	Legistar Training Plan Call	OP/GT/LM	10/22/19	10/22/19	1h	Trainer & Client Team
3.20	Legistar Admin (Online) Training 1	LM	10/24/19	10/24/19	2h	Trainer & Client Team
3.30	Legistar Admin (Online) Training 2	LM	10/26/19	10/26/19	2h	Trainer & Client Team
3.40	Legistar Onsite Training 1	OP/GT/LM	11/02/19	11/02/19	1d	Trainer & Client Team
3.50	Legistar Onsite Training 2	OP/GT/LM	11/03/19	11/03/19	1d	Trainer & Client Team

EXHIBIT 2
LEGISTAR PROJECT PLAN [Example]

Task	Product	Product	Start	Finish	Duration	Owner (Primary)
3.60	Legistar Onsite Training 3	OP/GT/LM	11/04/19	11/04/19	1d	Trainer & Client Team
4 PROJECT LAUNCH (GO-LIVE)						
4.10	Install Legistar on all Remaining Legistar User PCs	LM	11/04/19	11/25/19	3w	Client Team
4.20	Review and Complete any Final Reports Changes	LM	11/04/19	11/25/19	3w	Granicus PM & Client Team
4.30	Reports - Client Acceptance and Approval	LM	11/25/19	11/25/19	1d	Granicus PM & Client Team
4.40	Client Team Inputs Upcoming Meeting Data into Legistar	LM	11/25/19	12/16/19	3w	Client Team
4.50	Client Team Staff Practices Using the System as Needed	OP/GT/LM	12/16/19	12/30/19	2w	Client Team
4.60	Client Team Uses Legistar for First Meeting(s)	OP/GT/LM	TBD	TBD	1d	Client Team
5 PROJECT TRANSITION						
5.10	Introduction to Granicus Customer Success Team	OP/GT/LM	TBD	TBD	1d	Granicus PM & Client Team
5.20	Handoff to Granicus Customer Support Team	OP/GT/LM	TBD	TBD	1d	Granicus PM & Client Team
5.30	Granicus Project Closeout	OP/GT/LM	TBD	TBD	1d	Granicus PM & Client Team

SECURITY OVERVIEW

Data Center Security

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

Data Center Requirements

- Data Availability: 99.98% Uptime
- Redundant Backups
- FIPS 140-2 Validated
- Security policies and procedures that are constantly maintained, tested, and updated

Architecture & Data Center Redundancy

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

Robust Security Layers

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

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

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

Granicus Encoding Appliance Technical Solutions Guide (Amax)

Granicus Encoding Appliance

The Granicus Encoding Appliance is designed and built to provide government organizations with a complete streaming solution. Each pre-configured Appliance is delivered ready to stream. Full Appliance control is available through a web browser or locally installed client application.

Please note: Hardware specifications are subject to change and may vary according to your setup.

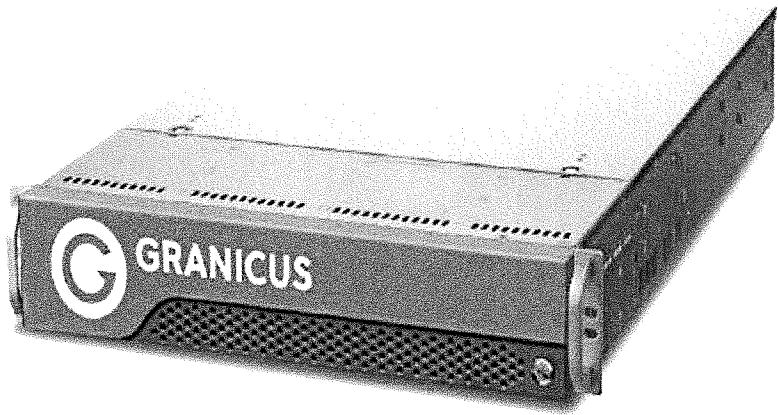
Physical Specifications

The Granicus Encoding Appliance will mount in virtually all 2- or 4-post racks. The Appliance front mounts much like a switch or router. It requires 2U (3.5") of rack space, is 17.7" deep, and weighs 35 lbs. Rail kit is standard. Tower kit is not currently available. Sound output is less than 65 db.

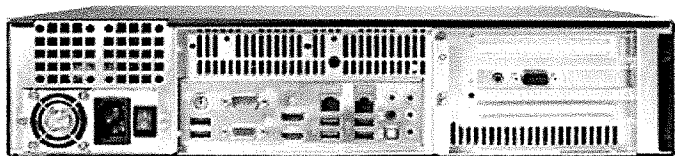
Ideally installation will be in a secure, climate-controlled environment.

Dimensions	• 17.7"D x 17.2"W x 3.5"H
	• 2U High
Mounting	• Front Mount
	• Rail Kit (standard)
Weight	• 35 lbs
	• Less than 65 db
Sound Output	

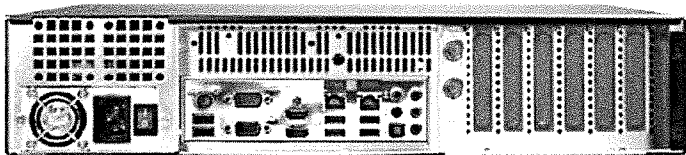
Front View:



Rear View (analog):



Rear View (digital):



Power Requirements

Power requires a single 120volt or 240volt NEMA 5-15 plug. The power under load is 120 Watts and 0.965 Amps.

- Power Requirements
- 120volt NEMA 5-15 plug
 - Power under load is 120 Watts and 0.965 Amps

	Idle	Load	Startup
Watts	40	120	96

Granicus Encoding Appliance Technical Solutions Guide (Amax)

Amps	0.266	0.965	0.755
kVA	0.04	0.120	0.096
BTU/hr	136	408	326

Ideally, installation will be to an uninterruptable power supply (UPS) supplied by you. A UPS such as the APC Smart-UPS SC 450VA will provide approximately 40 minutes of run time. Appliance functionality requires the device be powered on at all times.

Storage

The Granicus Encoding Appliance can be configured to store up to 1 TB of your most recent archived content. Standard encoding bitrates use approximately 1 GB of disk space for every 2 hours of content. Granicus Cloud Storage is unlimited.

- | | |
|---------|--|
| Storage | <ul style="list-style-type: none">• 2 TB• Approximately 4000 hours at standard bitrates |
|---------|--|

Network Bandwidth and Intelligent Routing

With the Granicus H.264 solution we use push streaming. Streaming at standard bitrates requires 650 Kbps upstream.

In addition to a single stream to Granicus for unlimited public viewing, the Appliance is capable of providing local live and on-demand Unicast streaming for up to 50 internal viewers. All initial viewing requests are made on a Granicus-hosted webpage, which examines the public IP address of the request. Viewers who are determined to be public, or outside the local network, are served the stream directly by Granicus, and internal viewers are transparently redirected to the Appliance on the local network.

Granicus is also able to provide 24/7 streaming if local bandwidth requirements are met and QOS settings are in place. Talk to your Sales Engineer for more details.

For organizations that use Granicus VoteCast or need to support more than 50 concurrent streams, Granicus offers the *Performance Accelerator*, which moves the local distribution components onto a dedicated internal streaming device.

Granicus Encoding Appliance Technical Solutions Guide (Amax)

Intelligent Routing	<ul style="list-style-type: none">Granicus uses client public-facing IP addresses to determine if viewer is public or internal
	<ul style="list-style-type: none">Internal viewers are redirected to the Granicus Encoding Appliance for live and on-demand streaming
	<ul style="list-style-type: none">Only available on the Encoding Appliance when not using VoteCast to capture real-time voting data.
	<ul style="list-style-type: none">Limited to 50 concurrent live and on-demand streams
Internal Viewership	<ul style="list-style-type: none">Internal viewers will view streams from either the Granicus Encoding Appliance, the Performance Accelerator, or directly from the Granicus DataCenter.
Voting System	<ul style="list-style-type: none">The Granicus Encoding Appliance can be used for real-time voting capture when combined with a purchase of <i>VoteCast</i>.

Standard Resolutions and Bitrates

Resolution	Bitrate	
Low 320x240	350kBps	
Low Widescreen 480x288	420kBps	
Medium 480x360	600kBps	
Medium Widescreen 640x360	720kBps	
High 640x480	1000kBps	
480p 720x480	1000kBps	SDI only
720p 1280x720*	1500kBps	SDI only

*HD upgrade required for this resolution

Operating System Requirements

The Granicus Encoding Appliance runs Microsoft Windows 7 operating system. It is designed to run as a stand-alone machine, not joined to your domain. We have found that joining the Encoder to a domain can produce unintended results (Group Policy restrictions, security restrictions, Windows Firewall blocking traffic, restricted logon hours, etc.).

Network Location, Firewall, and Security

The Granicus Video Player and other parts of the solution require the viewer or user to connect to other domains and URLs. These connections are required for the service to operate as expected. Client computers will require unrestricted outbound access. If outbound connections over 80 and 443 are restricted, you will be responsible for making exceptions. These domains and URLs are subject to change

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at any time, including during planned upgrades, and if access is restricted and Granicus makes a change, your service could be affected.

The Appliance is generally installed on an internal network. If that will not work, it can also be installed on a DMZ, separate network, or VLAN. To support local distribution, internal viewers need to have access to the Appliance. If placing on a separate network, access can be restricted so that internal viewers have one way access to the Appliance.

The Granicus Encoding Appliance needs to be allowed to bypass all content filtering and proxy servers. The firewall needs to allow unrestricted outbound TCP connections from the Granicus Encoding Appliance to any destination ports within the Granicus IP ranges (207.7.154.0/24 & 209.237.241.0/24). If the network includes an authenticating proxy server, the Appliance must be allowed to bypass authentication.

Network Location	• Internal Network
	• DMZ
	• Separate Network or VLAN
IP Filtering	• 207.7.154.0/24
	• 209.237.241.0/24

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

Port/Direction/Protocol	Description	Default
80/Outbound/TCP	To Granicus, for file transfers and MediaManager access	Mandatory
80/Inbound/TCP	From the web browser on the local network; used to start and stop the Encoder through MediaManager	Mandatory
443/Outbound/TCP	To Granicus, for uploading files through MediaManager	Mandatory

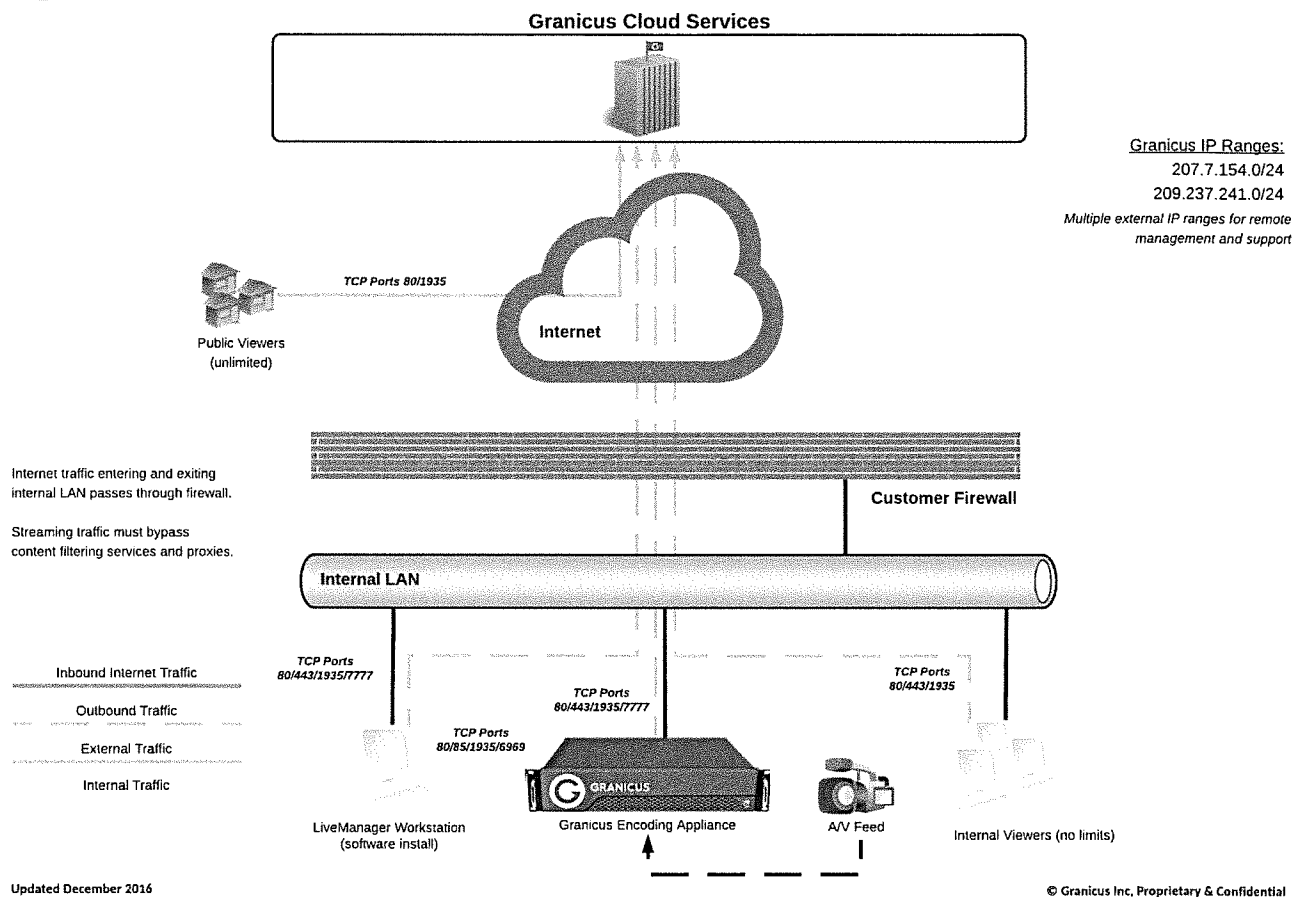
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80/443/Outbound/TCP	For remote support: remotesupport.granicusops.com	Mandatory*
1935/Outbound/TCP	To Granicus (Reserved Functionality) To Performance Accelerator (optional component)	Mandatory
6969/Inbound/TCP	From all client machines: LiveManager, VoteCast, VoteCast Display	Mandatory
7777/Outbound/TCP	To Granicus, for application installation and updating	Mandatory
7777/Inbound/TCP	From LiveManager workstations to allow configuration of LiveManager and encoder preferences	Mandatory
80/443/1935 Inbound/TCP & 1935 Inbound UDP	From users within your internal network, to view live and archive video streams and to download video	Mandatory, Internal network only.

Network Diagram



Granicus Encoding Appliance with LiveManager Network Diagram



Streaming Formats

Live streaming is in H.264 format using Flash and HTML5. Platforms supported include PC, Mac, iOS (iPhone, iPad), and Android devices with the Adobe Flash plugin. On-demand streaming is supported for most Android devices regardless of whether the Flash plugin is installed.

- H.264 Adobe® Flash®
- H.264 HTML5

Encoding Formats

Bandwidth

- 650 Kbps Live and On-Demand Streams

Audio/Video Source Requirements

Granicus recommends that there be at least one method of redundancy in your AV setup. We have seen best practices of a third party DVR in the instance that there is ever an issue with the encoder.

The Granicus Encoding Appliance must be installed in a location that allows for connection to an analog or digital audio/video source, depending on encoder. The following connections are supported:

	Analog	Digital
	Analog Supported Video Modes:	HD/ SD - SDI Supported Video Modes:
Video Inputs – Single Channel	<ul style="list-style-type: none"> • NTSC/PAL • 720x480 29.97, 30/i (NTSC) • 852x480, 29.97, 30/i (NTSC Wide Screen) • 720x576 25/i (PAL) • Wide Screen Signaling (WSS) 	<ul style="list-style-type: none"> • 1080i 50, 59.94, 60 • 1080p 23.98, 24, 25, 29.97, 30 • 720p 23.98, 24, 25, 29.97, 50, 59.94, 60 • 720 x 480 29.97, 30/i (NTSC) • 720 x 576 25/i (PAL) • 720 x 576 25, 50/p • 3G SDI: 1080p 50, 59.94, 60
Audio Inputs	<ul style="list-style-type: none"> • Balanced stereo (XLR x 2) • Unbalanced stereo (RCA x 2) • Stereo & mono supported 	<ul style="list-style-type: none"> • HD/SD - SDI-embedded audio (channel 1), via a BNC connector
Maximum Resolution	<ul style="list-style-type: none"> • 480i 	<ul style="list-style-type: none"> • 1080p

Digital Encoder A/V Notes

If your video setup does not generate an embedded audio source, converters are available to combine the audio into a single embedded source.

- The device accepts SD-SDI or HD-SDI with resolutions up to 1080p

Currently Granicus supports the recording and streaming of video up to 720p. We will take the SD or HD content you provide and stream it at the highest quality settings up to 720p.

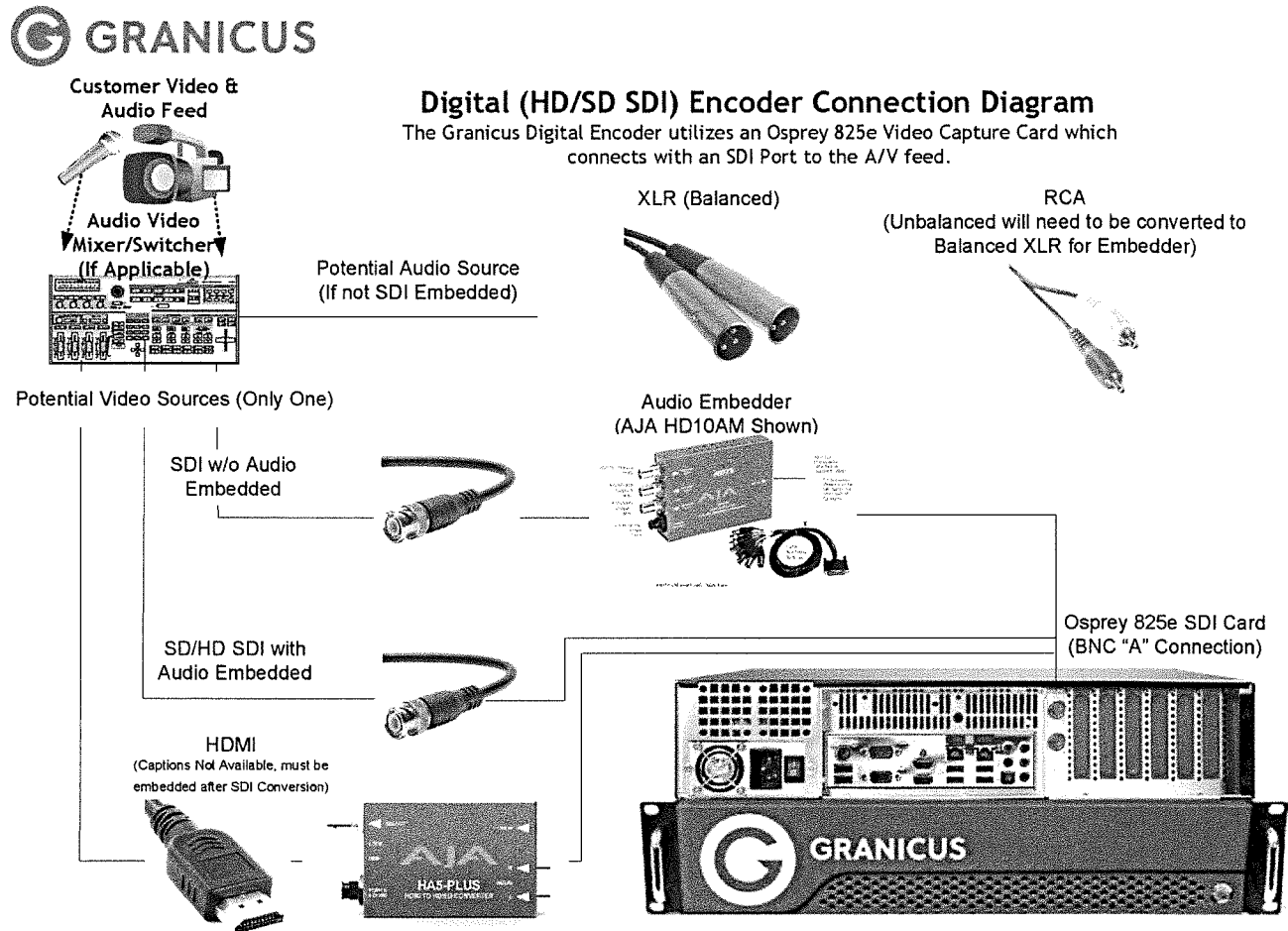
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When Granicus supports recording and streaming up to 1080p your Granicus SDI Encoding Appliance will be compatible with these streaming settings.

- The maximum recommended distance to run video cabling is 250 feet.

If you need to run video cables beyond 250 feet, an HD-SDI digital amplifier is recommended.

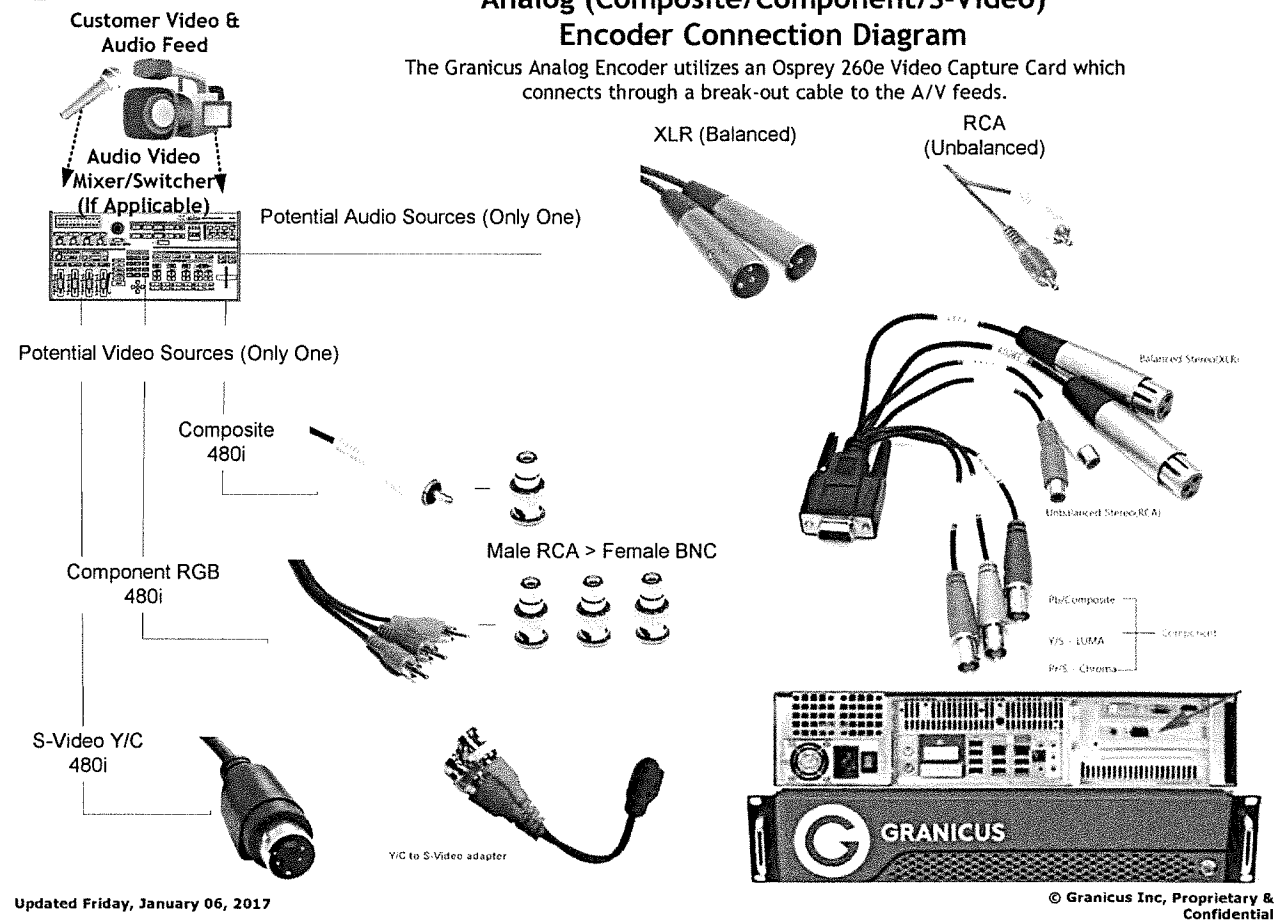
Digital Connection Diagram



Updated Friday, June 17, 2016

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Analog Connection Diagram



Baluns

The ability to run A/V cabling over long distances depends on the quality of the cable, length, connections and other electrical noise that might possibly interfere with the signal. For distances over 50 feet, Granicus recommends using a product such as a balun which will transmit the signal over standard unshielded twisted pair cabling (Cat 5, 6 or 7) with a rated distance of up to 2200 feet. This is a point-to-point solution and not IP based. It requires a standard RJ-45 at each end of the cable. If desired, Granicus can provide standard baluns as part of the solution. Other options for extending A/V are to use fiber and a media converter or a distribution amplifier. When other methods are used besides standard baluns, Granicus recommends consulting with a reliable A/V vendor for appropriate recommendations.

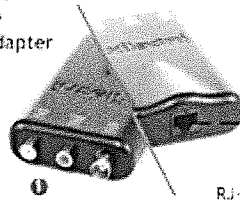
Composite Baluns

Included with Composite Video Baluns:

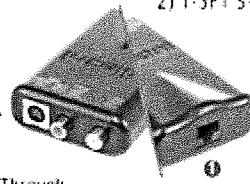
- 1) 1-Pair Intelix AVO-V1A2 Baluns
- 2) 1-3FT RCA Audio/Video Cable
- 3) 1-BNC Male to RCA Female Adapter



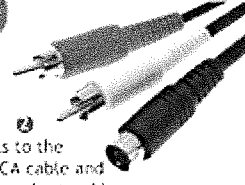
Connect the outputs to the included RCA cable and attach that to the breakout cable that attaches to the encoder. Use the BNC to RCA adapter if necessary.



RJ-45 Straight-Through
Category 5, 5e, 6 or 7 Cable
Do NOT Connect
to IP Network



S-Video/RCA Audio Cable



Connect the outputs to the included S-Video/RCA cable and attach that to the breakout cable that attaches to the encoder.

Closed Captioning Support

The Granicus Encoding Appliance supports video with closed captions. Captions are extracted by Granicus and displayed below the video. Post-event, captions are uploaded and become fully searchable.

	Analog	Digital
Closed Captioning	<ul style="list-style-type: none"> • Separate customer-supplied closed captioning encoder required • Video must have captions embedded on line 21 • Granicus Encoding Appliance extracts captions that are embedded • Video player displays captions below video 	<ul style="list-style-type: none"> • Separate customer-supplied closed captioning encoder required. • Works with VANC stored captions as part of the HD-SDI stream or with captions embedded on line 21 for SD-SDI • Granicus SDI Encoding Appliance extracts captions that are embedded • Video player displays captions below video

Remote Management

Granicus will monitor, support, and maintain our software on your Encoding Appliance. Granicus will provide updates to our software components when maintenance releases become necessary. Other server maintenance, such as performing Windows updates and maintenance of software that is not provided by Granicus will remain your responsibility. Installation of third-party software that is not specifically approved by Granicus may detrimentally impact the server's performance. In extreme cases,

Granicus Encoding Appliance Technical Solutions Guide (Amax)

the server may need to be reimaged to restore normal operations; in this case, a reimaging fee may be charged.

Hardware/Software Maintenance

When you purchase the Granicus Encoding Appliance, Granicus offers a three-year maintenance plan that covers hardware failures. If a hardware defect is encountered, Granicus will replace the server at no cost to you. The replacement will arrive within 3 days of the return materials authorization by Granicus.