

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.39  
(ID # 29452)**

**MEETING DATE:**  
Tuesday, December 16, 2025

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Legislative Meeting Management Solution Agreement by and between the County of Riverside and Granicus, LLC., effective upon full execution by both parties through October 31, 2030, with the option to renew for five (5) additional annual renewals through October 31, 2035, for a total aggregate amount not to exceed \$1,321,860, All Districts. [Total Aggregate Cost \$1,321,860; Additional compensation not to exceed \$135,000 for future unforeseen requirements, RCIT Budget - 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Legislative Meeting Management Solution Agreement by and between the County of Riverside and Granicus, LLC., effective upon full execution by both parties through October 31, 2030, with the option to renew for five (5) additional annual renewals through October 31, 2035, for a total aggregate amount not to exceed \$1,321,860; authorize the Chair of the Board to execute three (3) copies of the same on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: a) sign amendments that exercise the option of the Agreement and b) sign amendments to the compensation provisions that do not exceed the total aggregate of \$135,000 for future unforeseen requirements for the term of the Agreement;

Continued on Page 2

**ACTION:Policy**

  
Karan Chandran, Chief Information Officer

11/21/2025

  
Kimberly A. Rector, Clerk of the Board

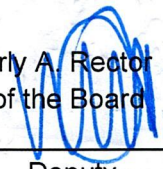
11/25/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: Medina  
Date: December 16, 2025  
xc: RCIT

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Direct the Purchasing Agent to issue Purchase Orders for the required services that do not exceed the BOS total approved amount for the term of the Agreement; and
4. Direct the Clerk of the Board to retain one (1) copy of the original Agreement on file and return two (2) copies of the Agreement to Riverside County Information Technology (RCIT) for distribution.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 153,305	\$ 119,842	\$ 1,321,860	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: RCIT Budget - 100%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 25/26-34/35</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The request before the Board is to approve the agreement with Granicus LLC. for the purchase of their Legistar application, hardware, and professional services for implementation. Legistar provides legislative meeting and agenda management functionality, critical to County operations.

Currently, the Clerk of the Board (COB) utilizes MinuteTraq, another product from Granicus, to manage legislative files, agendas, and meetings for the County. Although this system continues to meet operational needs, it is no longer being enhanced by the vendor and will not be supported after September 30, 2027. To ensure that the County has a sustainable and modern legislative solution, Riverside County Information Technology (RCIT), in collaboration with the COB, Executive Office, and County Counsel, evaluated several solutions and ultimately selected Granicus Legistar.

Legistar adheres to Board Policy A-5, Board of Supervisors' Agenda Procedure, and is adaptable to future technological advancements. It offers modern capabilities, including vote capturing, live meeting streaming, multi-language translation, and compliance with the Americans with Disabilities Act.

Approval of this agreement will ensure ongoing support for the County's legislative and agenda management process while providing a modern solution with enhanced functionality and improved scalability.

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**Impact on Residents and Businesses**

There is no negative impact on residents or businesses within the County of Riverside. The new system will allow department staff and Clerk of the Board (COB) clerks to transition to a faster, more advanced legislative agenda management platform, improving efficiency and expanding functionality.

The updated public meeting portal will provide a more intuitive and user-friendly experience, enabling residents to easily navigate, search, and access meeting information, thereby enhancing transparency and civic engagement.

**Additional Fiscal Information**

The following table summarizes the costs associated with this Agreement.

<b>Granicus Legistar:</b>	<b>Period</b>	<b>Software</b>	<b>Hardware</b>	<b>Professional Services</b>	<b>Data Migration</b>	<b>Annual Total</b>
<b>Base 5-years</b>	<b>Year 1 FY 25/26</b>	\$117,492.08	\$3,710.00	\$32,102.85	\$0.00	\$153,304.93
	<b>Year 2 FY 26/27</b>	\$119,841.92	\$0.00	\$0.00	\$0.00	\$119,841.92
	<b>Year 3 FY 27/28</b>	\$122,238.76	\$0.00	\$0.00	\$0.00	\$122,238.76
	<b>Year 4 FY 28/29</b>	\$124,683.54	\$0.00	\$0.00	\$0.00	\$124,683.54
	<b>Year 5 FY 29/30</b>	\$127,177.20	\$0.00	\$0.00	\$0.00	\$127,177.20
<b>Cost Years 1-5</b>						<b>\$647,246.35</b>
<b>Optional Annual Renewals</b>	<b>Year 6 FY 30/31</b>	\$129,720.75	\$0.00	\$0.00	\$0.00	\$129,720.75
	<b>Year 7 FY 31/32</b>	\$132,315.17	\$0.00	\$0.00	\$0.00	\$132,315.17
	<b>Year 8 FY 32/33</b>	\$134,961.47	\$0.00	\$0.00	\$0.00	\$134,961.47
	<b>Year 9 FY 33/34</b>	\$137,660.70	\$0.00	\$0.00	\$0.00	\$137,660.70
	<b>Year 10 FY 34/35</b>	\$139,955.25	\$0.00	\$0.00	\$0.00	\$139,955.25
<b>Cost Years 6-10</b>						<b>\$674,613.34</b>
<b>Grand Total</b>						<b>\$1,321,859.69</b>
Additional compensation not to exceed for future unforeseen requirements						<b>\$135,000.00</b>

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**Contract History and Price Reasonableness**

The Riverside County Purchasing Department, on behalf of RCIT, released Request for Proposal (RFP) ITARC-535 on August 20, 2024, soliciting proposals for Legislative Meeting Management Solution. The RFP solicitation was publicly posted on PublicPurchase.com, with 439 registered suppliers being notified based on the commodity they selected during their registration process. Forty-three (43) potential suppliers accessed the bid documents. Upon bid closing on October 10, 2024, the County received five (5) bid responses with proposed costs ranging from \$560,075 to \$7,702,703.

After a thorough evaluation and consideration of all aspects of the responses, the Evaluation Committee, consisting of representatives from the Clerk of the Board, Executive Office, County Counsel, and RCIT, recommends the award to Granicus, LLC., as the supplier that will represent the best path forward and provide the best value to the County

**ATTACHMENTS:**

Legislative Meeting Management Solution Agreement

 _____ Melissa Curtis, Deputy Director of Purchasing and Fleet	12/2/2025	 _____ Alonzo Barrera, Principal Management Analyst	12/3/2025
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 _____ Sarah Franco, Assistant County Executive Officer	12/3/2025
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 _____ Aaron Gettis, Chief of Deputy County Counsel	12/3/2025
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**LEGISLATIVE MEETING MANAGEMENT SOLUTION AGREEMENT**

between

**COUNTY OF RIVERSIDE**

and

**GRANICUS, LLC.**



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This Agreement, made and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company authorized to conduct business in the State of California, (herein referred to as "CONTRACTOR" or "Granicus"), and the County of Riverside, on behalf of its Riverside County Information Technology (RCIT) department, a political subdivision of the State of California, (herein referred to as "COUNTY" or "Client"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A "Scope of Services", at the prices stated in Exhibit B "Payment Provisions", Exhibit C "Service Level Agreement", and Exhibit D "Granicus Subscription and Services Agreement" Attachment to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective when fully executed by both parties and continues in effect through October 31, 2030, with the option to renew for up to five (5) additional years, each year shall be renewable in twelve (12) month increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter with a completion date of October 31, 2035. The Riverside County Board of Supervisors is the only authority that may obligate the County for a multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR, including all expenses as defined in the period of performance, shall not exceed annual amount as stated in Exhibit B. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** CONTRACTOR represents and warrants that the pricing offered for the services do not exceed the prices routinely charged by CONTRACTOR for the same or similar products or services under the same or similar terms as those set forth in this Agreement. Price discounts for which the COUNTY may be eligible will be applied upon Agreement renewal.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within thirty (30) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, email invoices to:

[RCIT-AcctsPayable@rivco.org](mailto:RCIT-AcctsPayable@rivco.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-20912-001-10/35); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his/her designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement unless otherwise directed by the COUNTY Board of Supervisors. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification,

may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon ten (10) business days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. CONTRACTOR to reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR specifically and exclusively for COUNTY for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products created by CONTRACTOR specifically may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products created by CONTRACTOR specifically and exclusively for COUNTY without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps

to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanctioned. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY's Purchasing Agent or designee; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be reviewed by the COUNTY's Purchasing Department's Procurement Compliance Officer who shall furnish the recommendation in writing. Recommendations may consist of, but not be limited to, cure notices and corrective action processes. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation

session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do COUNTY agencies and have no authority to amend, modify or change any condition of the Agreement. The CONTRACTOR reserves the right to decline participation from agencies outside of California if it is outside their normal business practices.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Information Technology  
RCIT-ProcurementTeam@Rivco.org  
3450 14<sup>th</sup> Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

**CONTRACTOR**

Granicus LLC  
contracts@granicus.com  
1152 15<sup>th</sup> Street NW, Suite 800  
Washington, DC 20005 USA

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnites as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnites herein from third party claims.

**21.5** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnites to the fullest extent allowed by law.

**21.6** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnites herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit

of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**C. Vehicle Liability:**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Insurance Requirements for IT Contractor Services:**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**E. General Insurance Provisions - All lines:**

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. We are no longer suggesting that coverage must be written with “admitted” markets. In recent years, an increasing percentage of coverage has moved to surplus lines markets that are “licensed” to conduct business, but not “admitted”. These non-admitted markets may offer customized forms and better coverage and better pricing than admitted markets. But a non-admitted market may not be supported by a state’s insolvency fund. As a result, you may consider asking for a higher financial size rating as an indication of a non-admitted insurer’s financial capacity.

2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required

under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Agreement.

8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY; provided that the CONTRACTOR may assign this Agreement with reasonable notice to the COUNTY to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any attempt to otherwise delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12 TRANSITION CLOSE-OUT PERIOD:**

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the CONTRACTOR agrees to:

Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and

Assist COUNTY in the orderly transition and transfer of all collaborations and committees to COUNTY and the subsequent Contractor(s); and

Provide, in a timely manner, all file and information deemed necessary by COUNTY for use in subsequent contracting activities without additional cost to COUNTY or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and

Cooperate with COUNTY during a transition close-out period to ensure orderly and seamless delivery of services to residents of Riverside County.

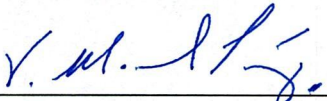
**23.13** This Agreement, and/or any subsequent amendment(s), may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§

1633.1 to 1633.17), for executing this Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signatures mean an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

**23.14** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties. In the event any terms of this Agreement are inconsistent with Exhibit D "Granicus Subscription and Services Agreement" Attachment to the Agreement, the terms contained in this Agreement shall prevail over the terms contained in Exhibit D "Granicus Subscription and Services Agreement" Attachment to the Agreement, unless otherwise agreed to in an amendment to this Agreement, duly executed by the parties.

[Signature Page to Follow]

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By:   
V. Manuel Perez, Chair  
Board of Supervisors

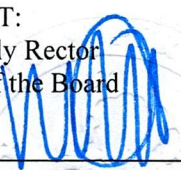
Dated: DEC 16 2025

**Granicus, LLC**, a Minnesota Limited Liability Company authorized to conduct business in the State of California

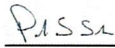
By:   
Greg Eck  
Senior Manager, Contracts

Dated: 05/11/2025

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh Tran  
County Counsel

By:   
Paula Salcido  
Deputy County Counsel

Dated: 05/11/2025

## EXHIBIT A SCOPE OF SERVICES

Granicus shall provide Legistar platform for the COUNTY Legislative Meeting Management Solution to include the following requirements:

### 1. Functional Requirements

- 1.1 The solution must be adaptable to technological advancements and customizable to ensure that as needs emerge the County will be in a position to confidently rely on the solution to adapt and perform accordingly. The Legistar application has been the number 1 agenda platform in the market for over 30 years. Within that time, the solution has been continuously updated to reflect modern technology. Granicus is committed to its continued development and modernization.
- 1.2 Board of Supervisors Policy A-5  
Legistar is able to operate in accordance with County Board Policy A-5, including the ability for department staff to create items within the system that must be routed for review by the County Executive Office and Board of Supervisors prior to being approved for an agenda. Legistar also has the capability, which is referenced within the procedural document, to vary voting requirements based on the type of item or vote. Granicus' extended partnership team, including customer success and support representatives, will be able to support the County if future amendments to COUNTY's process require new configuration or capabilities.
- 1.3 Agenda Item Preparation  
All County departments and agency users that have access to the Legistar system with applicable permissions will be able to submit transmittals, or items to a review process and subsequent agenda. A reviewer/approver can review, edit, approve, or otherwise route items within the application or via remote web approval process with links embedded in system generated email messages. The item is automatically routed to appropriate approvers and to final review and approval by the County Manager, Clerk, or other final approver. The item status is automatically changed along the way including final 'Agenda ready' status and placed on the appropriate meeting body agenda and in the correct section. All workflow steps are restricted by user permissions.
- 1.4 Department/Agency Agenda Item Review  
Legistar supports varying levels of reviews. Transmittal contents may be updated, and the transmittal may be approved or rejected.
  - a. Customized Review Workflows  
To facilitate the high volume of agenda items processed each month, the solution must allow for the creation of customized review workflows for agenda items. Workflows might be based upon originating department, subject matter, or target meeting body. Legistar allow for modification to such workflows on each transmittal in case specific users are needed to review it.

b. Specialized Review Workflows

Specialized business units are responsible for the review of specific categories of items; for example, Auditor-Controller's Office (ACO) staff review all Budget Adjustments, regardless of originating department. In the case of such items, modifications to workflows should be restricted to only allow for the addition (not removal or bypassing) of users to safeguard the integrity of the review process.

This standard capability within Legistar platform; Reviewers/Approvers will have the ability to update the item, the change will be tracked as a new change in the audit log, and then can be approved or rejected. Users can also send drafts of documents through configurable automated internal review steps based on the type of document or item to ensure the right reviewers are involved in the review process.

Legistar has the capability to configure customized review workflows for agenda items during implementation and afterwards. Workflows can be based upon select criteria to ensure it meets Riverside County's requirements. If a workflow sequence must be modified after it has been initiated, approved staff can delegate approval tasks to the specific users needed to review it. By implementing granular user permissions, our proposed solution can ensure that only select system admins have the ability to remove the required approvers from a specialized workflow process, thereby ensuring that the integrity of every review process is secured.

1.5 Agenda Creation

The Legistar solution facilitates the creation of the agenda, including adding, editing, and deleting agenda items, transmittals, and attachments. It also allows for ordering of agenda items through simple drag-and-drop actions. The system automatically places agenda items in a standardized location, and items can be rearranged or removed as needed.

The County clerk can easily view each agenda as a whole, including items that are currently in a review process, able to address any issues or make changes prior to the scheduled meeting or to publishing to the public.

Attachments can be any file type/extension including proprietary file formats (provided the native application is available for viewing them). An unlimited number of attachments can be associated with any agenda item. Paper items can be scanned directly into the system and attached to an agenda item as well as external linking via URL source.

Legistar includes the ability to automatically generate and format unlimited agendas for any meeting body including boards, committees, commissions, and departmental agendas. The Automated Agenda assembly form allows authorized staff to move items within an agenda with simple drag-and-drop actions. Items removed from an agenda are then automatically cued to be included in the next meeting agenda with no further user action or they can be reassigned to a specific future agenda date.

Legistar system includes the InSite Public Web Portal which is the most comprehensive public facing Web access tool available. The portal is branded with COUNTY's banner

and colors and provides flexibility to include links to a variety of materials such as: published agenda packet, supplemental materials (materials after publishing agenda packet), additional materials (materials received at meeting), the summary agenda (summary of action taken at meeting), final minutes, link to meeting video, and flexibility to add other information in the future.

The InSite Public Web Portal relies on Google Translate for translation into Spanish and additional languages that may be common to the various communities that Riverside County serves. Legistar can also generate agendas in HTML. If COUNTY owns a google translate license that license can be used to translate HTML agendas into any language in google translate. The InSite Public Web Portal includes the ability to publish the agenda outline as a PDF and accessible .html document along with links to additional documents for public visibility and access.

#### 1.6 Agenda Revision

The Legistar solution enables the agenda to be modified, and a revised agenda and agenda packet to be created. During the revision process, the solution should ensure that the original agenda and agenda packet remain visible on the public facing meeting portal until replaced by the revised agenda and revised agenda packet. County staff will have the ability to update the agenda and agenda packet and re-publish the edited version to the public portal before or after the meeting takes place. The document does not need to be withdrawn from the public portal as it is being edited, so the public can still access the most recently published version.

#### 1.7 Meeting Management

During the meeting, the Legistar solution enables the Board of Supervisors (“Board”) to seamlessly view materials associated with each item on the agenda. The solution allows the Clerk to seamlessly monitor the Board meeting and to take notes during the meeting. The solution captures each live vote on each agenda item. The solution supports live meetings for the Board, and other meeting groups. The solution enables live broadcast online on the public facing meeting portal and must not encounter buffering for users with the lowest publicly offered Internet broadband speed. The solution provides a portal to historical meeting recordings for the public to access. For playback of archived meetings, the solution will provide agenda item syncing with video playback.

Legistar solution includes access to our Legislate app, which enables the Board of Supervisors and other meeting bodies to view and annotate agenda items during the meeting.

The following actions can be taken in Legislate:

- View your published agendas.
- View and annotate agenda attachments.
- Bookmark agenda items.
- Take notes on agenda items.

The solution allows the Clerk to seamlessly monitor the Board meeting and take notes during the meeting. This is facilitated through the real-time Granicus meeting manager called LiveManager. The system captures attendance roll call, motions, seconds, votes actions and notations on each item, and automatically time indexes each item for video retrieval. Following the meeting, the system also includes both a post-meeting minutes editor as well as a video editor to modify or fine tune the live Minutes record.

The application will automatically position items in a regular agenda section or on the Consent Agenda based on the item's status and previous meeting activity. Items can be flagged with a status of 'Consent' to automatically place in that section, or an item on the agenda can simply be moved to consent using drag-and-drop.

Legistar allows items to be on different meeting agendas concurrently and captures individual motion and vote detail for each. Additionally, you can record primary and secondary vote actions (e.g., original and amended motion) so an item may have multiple vote records within the same meeting. Finally, a single block or 'Consent' vote may be taken on a group of items at one time to record the same action for all items. Consent items may be pulled from the Consent Agenda for individual discussion and vote.

Live streaming for the Riverside County Board of Supervisors and additional meeting bodies is a standard feature of Live Cast. Meetings can be watched in real time as they occur. Historical meetings can also be viewed directly from your InSite public web portal. In addition to live streaming of the meeting, video index points are captured live during the meeting or added post meeting. Both live streamed broadcasts and historical recordings are displayed in a web viewer alongside the meeting agenda document and the indexed agenda so that a viewer can jump to the point of the video they are interested in immediately.

#### 1.8 Development of Meeting Minutes

The solution must enable the development of written minutes by the Clerk. The solution must have the ability to translate the minutes, at a minimum in Spanish, and, ideally, other non-English languages common to Riverside County.

Legistar enables the development of written minutes by the Clerk. Following the meeting, the system includes a post-meeting minutes editor to modify or fine tune the live Minutes record. All of this content is then assembled by the system into fully formatted minutes reports with embedded links and is then published online to the public portal.

Legistar can generate minute documents in a HTML format. As long as the COUNTY owns a google translate license, Granicus can embed google translate into the template allowing minutes to be easily translated into any language supported by google translate.

#### 1.9 Processing Approved Documents

Legistar does not support adding watermarks to files. It can however pull in meeting history and populate that information onto a transmittal form or item summary.

Most clients opt to put finalized resolutions, ordinances, contracts and other documentation into a document management system for public consumption, rather than back into the agenda tool. However, finalized documents can be added back into Legistar post meeting

if desired by the COUNTY. Once an agenda has completed a review process and is placed on an agenda, the originating user will be notified via system generated notification. This notification is configured based on the COUNTY's requirements and desired text.

#### 1.10 Technical Specifications and Compatibility

Legistar is an enterprise solution that supports unlimited multiple legislative bodies as well as different agenda templates, items, attachments, users, etc. There is no limit to the number of concurrent users that can access the system at any given point in time so that COUNTY staff can effectively manage items, agendas, and meetings across the organization.

The solution is designed to support simultaneous users without impacting performance. In accordance with COUNTY requirements, the COUNTY can also custom configure the time out setting for users. This is a standard feature, and includes the ability to compile the agenda, cover page (staff report) and attachments into a single PDF single packet or agenda packet with the click on 1 button. Attachments can be any file type/extension including proprietary file formats (provided the native application is available for viewing them). An unlimited number of attachments can be associated with any agenda item. Paper items can be scanned directly into the system and attached to an agenda item as well as external linking via URL source. The suggested practical size limitation is 10GB to accommodate limited download speed and capacity available to citizen users.

#### 1.11 Technologies/Platforms

Legistar does not require on-site hardware beyond standard PC w/Windows OS and no local monitoring is needed. Users will need access to supporting applications that will open any of the documents included in the agenda, typically Microsoft office or other supporting applications. Live Cast does require an encoder to be installed in the meeting room. Administration users will require use of a PC to run Live manager to run the meeting in person.

#### 1.12 Minimal System Downtime

To ensure high system availability, reliability, and consistent access with minimal disruptions for users, the system must maintain at a minimum an average uptime of 99.9% during County business hours of operation.

Legistar's uptime is tracked and publicly visible at <https://status.granicus.com/>

#### 1.13 Compliance, Security and Standards

Granicus' privacy policy can be found in Exhibit E of this Agreement. In addition, Granicus adheres to the NIST Cybersecurity Framework as well as the SP 800-53rev4 baseline for security protocols and procedures across the organization. Our proposed applications are hosted in secure datacenters that comply with industry best practices including FIPS 140-2 Validated VPN access, FIPS 140-2 Validated Encryption at rest, Tier 3 Uptime standards, and ISO 27001.

1.14 Analytics

The County desires the ability to extract data from the solution to understand user trends and causes of system errors. Some examples of useful reporting features include: (a) maximum number of concurrent users who are using the system at a specified date and time range; (b) identified functionalities causing system time-outs linking to users and timestamps of incidents; and (c) the number of public users viewing the meetings online and the browser they are using.

Certain standard use and process reports are available, but there are no reports detailing statistics on internal usage per se, as may be intended by this question. We do not have issues with system stability based on number of concurrent users so it's likely this type of reporting would not be necessary. This system excels in its data tracking and reporting capability.

1.15 Additional Functionalities

A comprehensive training package for Riverside County staff on all facets of Legistar, including the agenda management solution and video streaming platform are included. Additionally, there are a number of other capabilities built into Legistar Enterprise solution including advanced approval tracking, reporting capabilities, and minutes history tracking; all included at no additional cost.

**2. Professional Services**

2.1 Data Migrations

Granicus Data Migration Team will migrate COUNTY Legislative Data in Legistar or MediaManager. There are two main types of data migrations. The "light" data migrations typically include moving agendas, minutes, and video files into InSite where they can be consumed by internal and external users. "Advanced" data migrations include the items typically included in a "light" migration but also includes the importing of meta data on files into Legistar. These "Advanced" migrations usually require data mapping and meta data translation to move into the corresponding Legistar fields.

Due to the complexity of data migrations, the data migration team will need to scope all projects to determine the level of effort required and therefor the cost. Some factors considered in the level of effort include how many data sources are being used and the type of data migration, "light" or "Advanced."

Summary of Data to be Migrated Included:

- Agendas (or Agenda packets)
- Minutes Documents
- Videos
- Metadata:
  - Names
  - Dates
  - Meeting Location
  - Meeting Time
  - Body Description
  - Meeting Comments

- Department (Meeting Body Name)

**Not Included:**

- Matters (Resolutions/Ordinance)
- Legislative History
- Attachments
- Roll Call
- Votes

Any additional data not listed as being included above will NOT be considered a part of this project. The data migrated will be migrated into Media Manager or Legistar. The Client will not have file-level access, but will be able to download full videos, agendas, and minutes documents related to each meeting. Metadata will appear in the respective application but will not be available via database to use or copy. Services Proposed for this Migration Based on the data provided – the following services are recommended and included in the project scope and cost to complete this migration.

**• Data Extraction**

Granicus will extract data from the provided client data Client if the client is migrating data from IQM2 or NOVUSystem.

All third-party clients (CivicPlus, SIRE, iCompass, folders etc.) agree to provide Granicus migration team their data in the agreed upon format as seen in **ISH DOCUMENT**. Data will be sent to Granicus via secure AWS S3 bucket which your project manager will configure and provide. Any data provided to Granicus via AWS S3 has a **1-year** retention policy. Client must keep a copy of all data that is transmitted to Granicus to ensure data integrity. If the County absolutely cannot use S3 environment, a USB hard drive can be sent to Granicus. USB must be encrypted in-transit and unencrypted by Granicus without additional software. Password cannot be contained on, or in, the hard drive shipment. Password must be shared electronically and securely via Dropbox.

All Data provided to Granicus **must be public information** and cannot contain any Personable Identifiable Information (PII). If PII is received, Granicus migration team will inform the client and delete the data containing it.

**• Meetings will be Migrated into the Granicus System**

Granicus will take source data, create meetings, and attach the corresponding documents and videos in the County's GRANICUS platform. Granicus will place data in an intermediary database to perform analysis and validation with the County before data is published to live environment.

**• The County will perform Data Validation to ensure successful migration**

Granicus Migration team will provide a spreadsheet for COUNTY to report any errors found because of the migration. Granicus will iterate the migration as necessary to ensure data integrity. COUNTY will inform Granicus of any missing data, irregularities (such as spelling errors, improper dates etc.), incongruous documents, or any other irregularities. After receiving written approval of the migration from the COUNTY, the project will be considered complete. Any further iterations or work on the project will be considered out of scope at this point. Final data validation must be completed within 30 business days of Granicus notification of completion.

2.2 Implementation

Granicus will provide the COUNTY with a project plan and, if requested, a Scope of Work (“SOW”) document to support a clear understanding of the project. Although Granicus makes every attempt to provide accurate estimates, it is possible that additional COUNTY requirements or details can emerge. If new requirements are discovered or additional products and/or services are required, it may change the estimated cost and timeline provided.

Methods and Stages

Granicus uses a consultative approach to implementation, and our implementation methodology framework includes planning and discovery, implementation, and project closure. The discovery period includes comprehensive review and analyses of the Client’s business processes for agenda and management. Additional discovery sessions will be held with subject matter experts to map and document workflows, forms, and documents to drive a successful Configuration period and lead into Training, Go Live, and Transition to the Support team for on-going, long-term support.

Risk Management

A tollgate (health check) review is conducted at the end of each phase of implementation to ensure that activities, milestones, and deliverables are provided per Riverside County’s quality standards, and that any risks and issues are proactively addressed moving into the next phase.

2.3 Project Management

Granicus is responsible for applying project management methodologies in the areas of project planning, resource management, project monitoring, production control, configuration management, quality assurance, test planning and execution, training plan, implementation methodology, change management and business process re-engineering, post-implementation support and documentation. Granicus shall present a comprehensive project plan showing time and resources required to accomplish tasks; this includes the tasks the awarded bidder requires the County to perform. Granicus will provide project management resources leading to the successful deployment of the system.

Granicus’ Project Manager, along with the COUNTY’s Project Manager, will be responsible for coordinating the following:

- a. Project plan development and implementation, project risk monitoring, and status reporting
- b. Subcontractor tasking and performance monitoring
- c. Requested system changes and modifications to the project plan
- d. All technical, educational, documentation and support services

During the course of the project, until Final System Acceptance, Granicus’ Project Manager will:

- a. Attend regular status meetings
- b. Submit regular status reports, covering such items as:

- i. Progress of work being performed
  - ii. Milestones attained
  - iii. Resources expended
  - iv. Problems encountered
  - v. Corrective action taken
  - vi. Status of issues
- c. Participate in regularly scheduled project status conference calls
- d. Assist in preparation of change order requests, as needed.

#### Milestones

##### Pre-Kick Off: Client Readiness Process

For every project Granicus deploys, Granicus utilizes a Client Readiness process. This process is intended to discuss the implementation process, confirm we are ready to start this process soon, share best practices, discover any roadblocks or issues prior to beginning a deployment and answer questions. This process varies by product, solution type (software and/or hardware), and may or may not require input from the client project team. Please see below for general information on the Client Readiness process.

**Software – Document Assessment:** Document Assessments are only needed when Peak or Legistar is part of the solution. Granicus will compare and contrast COUNTY's current agenda, minutes, cover pages (and potentially other reports) or understand the vision of what Granicus would like to change going about these reports going into this new software with the reports included in Peak or Legistar and the capabilities of Peak and Legistar. Very rarely there are items we would be unable to do in Peak or Legistar. If those are encountered, the Granicus Team will discuss alternatives or provide suggestions on how Granicus can accomplish this.

**Hardware – Client Readiness Call:** This process typically includes a conference call and provides an opportunity to discuss Client's existing technology set-up to ensure that the proposed plan meets all requirements necessary to deliver a successful solution. At a minimum, Client's Project Manager, IT Lead, and Client Council Project Sponsor should participate in the call.

\*In some cases, both a Document Assessment and Client Readiness Call are indicated. Granicus is happy to do these in one call vs two.

#### Milestone 1: Project Start-Up

##### **Kick Off Call**

- Introductions
- Overview of solution purchased
- Overview of deployment process
- Agreeing on key dates including training
- Discussion on next steps

Client and Granicus will work together to develop a project plan and or milestones as needed or requested as they determine next steps for configuration and deployment.

## Milestone 2: Configuration And Deployment

### OPEN PLATFORM

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

- Unlimited government public meeting content storage and distribution
- Archived video editing and indexing
- An internal and public-facing citizen web portal
- Live and on-demand streaming to computers, tablets, and other mobile devices (Note: only if Client utilizes the Government Transparency software and hardware to share video via MediaManager).
- Up to 2,500 records available to the public per View Page. Unlimited view pages can be created.
- SAML 2.0 Integration

**MediaManager** allows system administrators to have control over the actions that users are allowed to perform. MediaManager is a central hub for preparing and publishing content in Client's Granicus solution. In addition to publishing content, Client can manage user access and view usage reports. MediaManager is a web-based platform that allows data to flow among the various Granicus modules included in the solution. For example, agendas created in Legistar can be accessed during meetings via LiveManager and also from mobile devices using the iLegislate app. Also, meeting videos recorded through LiveManager can be trimmed from MediaManager. MediaManager is hosted on the Granicus cloud, therefore it will not have to be installed on individual user machines.

#### **Deliverables:**

- Granicus will provide a Media Manager URL (usually *clientname.granicus.com*).
- Granicus will provide a username and password for the primary stakeholder (usually the Client Project Manager).
- Client will receive a public-facing citizen access point in the form of iframe code.
- iLegislate Application
- Granicus will provide a MediaManager URL (usually *clientname.granicus.com*).
- Granicus will provide a username and password for the primary stakeholder (usually the Client Project Manager).

### LIVE CAST

**Live Cast** provides the ability to stream meetings and events live and archive them. The player used for watching streams and archives shows related documents including the agenda and or minutes. The feature list includes:

- A media portal for publishing live and archived videos on Client website
- A single video player webpage providing indexed videos, agendas and supporting materials such as staff reports, memos, and ordinances
- Searchable, self-service access to online public meeting or event data, including: agendas, minutes, notes, motions, votes, and captions. Includes advanced filters for date range, data type, and more.
- Live importing of agendas and video indexing of materials such as agendas and minutes
- Automated management and distribution of unlimited meetings and events

- Option for closed captioning integration
- Statistics on video views
- Viewing of videos, agendas, minutes, and supporting documents on computers, tablets, and other mobile devices
- Downloadable video in MP4 format
- Facilitation of sharing videos over social networking sites or through email RSS subscriptions and user search alerts supported.

## LEGISTAR

**Legistar** is legislative management solution. Features include:

- Live recording of actions, notes, speakers, and attendees will be through Live Manager. These recordings import directly and automatically into Legistar (user will initiate this action), automating the minutes recording process.
- Granicus will configure Legistar and Media Manager to allow for an import and export process to occur. Granicus will perform one or more tests after Legistar is configured to confirm data imports and exports from Legistar and Media Manager.
- Automation of the following business processes to support a streamlined workflow, with modifications to achieve the best practices as necessary:
  - Legislation Drafting and Submission: when departments, agencies or Council Member initiate legislation.
  - Legislation Review and Approval: draft legislation delivered to departments/agencies or meeting body for review and approval
  - Agenda Management: create and publish meeting agendas, provide supporting material, and manage status of agenda items (e.g., withdrawal, held, etc.)
  - Meeting Management: create meeting minutes, provide supporting material, and manage status of meeting items
  - Public Portal: publish items (e.g. agendas, minutes, statuses) and video to Client public portal
  - Amendments: can be recorded at every point of the legislative process
  - Bill Closeout: record approvals, electronic signatures (Approval Tracking System) and digital filing
  - Version Control: full version control of legislative files (not attachments) throughout the legislative cycle
  - Electronic legislative history tracking and reporting: ability to research previous and current legislation created within the system and supporting material, the actions taken on the item/status, and report on it.
- Legistar is able to produce various reports without any configuration. Please see the reports in the attached file. The Legistar reports use a Crystal Reports engine (in the background and hidden from users). No licensing of Crystal Reports is required.
- Development of up to 25 workflows for the primary meeting body that can be used concurrently, allowing unique departmental processes to be tracked electronically. Additional workflows can be created by internal users and training will be provided on how to do so during System Administration Training.
- Creation of an InSite webpage which can be customized, as desired, in the following ways:

Insertion of a header/banner image at the top of InSite (Client can specify or Granicus can pull an image off of client homepage). The image should be between 100px and 150px high and a suggested length of 1,000px. Solid colored backgrounds look the best. Logos or seals are usually desirable in this image.

InSite color theme. Please select one from the following options from the attached document

- Removal of any of the default tabs (e.g., People, Council, and Departments)
- Change of any of the header/labels (e.g., changing “Legislative Text” to read “Staff Report” or changing “Calendar” to read “Schedule”)
- Remove fields or headers
- For existing Clients: a tab created to point to the existing view pages
- Note: InSite is not developed or supported when used as an iFrame. Individual colors in the text/design elements cannot be individually changed. InSite must use the theme system.
- SAML 2.0 integration. Legistar is capable of leveraging Media Manager’s SAML 2.0 integration. This integration will need to be configured and turned on in Media Manager and in Legistar. The Legistar integration used the Media Manager integration with SAML 2.0. SAML usage can be forced in Legistar, or the Client can elect to use both the Legistar username password system and SAML concurrently. SAML usage cannot be forced in Media Manager.

**Deliverables:**

- Legistar installation package and instructions
- Granicus Legislative Analyst will configure Legistar for one meeting body based on the information provided in the Needs Analysis Calls to configure Legistar in accordance with Client’s requirements. This usually consists of (5) 2 Hour Conference Calls. This includes:
  - Legistar allows for unlimited meeting bodies to be added. Granicus can assist with adding additional meetings bodies for an additional fee.

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

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

Legislative and Minutes Templates: Granicus will create and configure one legislative item template and one minutes template. Legistar’s report systems support the below typefaces: Arial, Times New Roman, Calibri, Georgia, Tahoma, Trebuchet, Verdana, Courier New, Helvetica, Palatino Linotype, Segoe Script.

Legislative process workflows (approval workflows) User groups, roles, and permissions.

- Granicus will work with Client to determine if included Legistar reports (agenda/minutes and others) available from Legistar meet Client's requirements. For any requirements not met, Granicus will work with Client to define any needs that require report modifications. Granicus will provide up to 40 hours of report modifications that do not require changes to core Legistar code. Projects that require more than 40 hours of report modifications or require core changes to Legistar code are not considered in scope. Granicus can provide an additional scope and cost in these cases. Legistar Reports modifications can take 45 – 60 days to complete when you consider revisions and acceptance.

- In general, modifications to formatting (font, size, or justifications), or hiding or moving

certain data elements on a single report, are not considered custom reports, and are thus considered “in-scope”.

- A custom report is defined as a report that requires modifications to the core application code in order to achieve a desired format or purpose.
- Examples of out-of-scope custom reports include, but are not limited to:
  - Creating a brand-new data field that does not exist on any report or existing database
  - Having data that displays on one type of report display on another
  - Adding a second logo to a report
- Legistar Report changes will not be accepted by Granicus the 45 days leading up to training and the 45 days leading up to go-live. Client may submit changes during this locked-out period, but Granicus will not deliver them until after training or after go-live are completed. The period of time when report changes will not be accepted is intended to optimize your training and go live experience.

Legistar defaults to PDF reports on InSite. We unofficially recommend the following fonts for PDF files: Times New Roman, Verdana, Arial, Tahoma, Helvetica, and Calibri. HTML reports can be enabled at no additional cost.

Legistar HTML reports (agendas and minutes) are considered ADA compliant. When HTML reports are turned on, both HTML and PDF versions of agendas and minutes will be visible on InSite in separate columns.

Legistar Printing Options: Reports can be downloaded as a PDF, Word Document, RTF, or HTML in most cases. Some reports differ in available options.

- **InSite:** Granicus will set up an online public portal for Client that allows staff and public users to access meeting calendar/schedule, legislative files, supporting documentation, meeting agendas, minutes and videos at any time (current and past/archived). Users will be able to search, sort and export data to Excel, Microsoft Word or PDF. Designated Client users will be able to publish meeting agendas and supporting documents, minutes, video, etc., to InSite directly from Granicus will create Client’s InSite webpage and will customize it to reflect Client’s branding limited to:

- Insertion of a header/banner image at the top of InSite (Client can specify or Granicus can pull an image off of its homepage). The image should be at least 100px high, logos are preferable.
- InSite color theme. Please see attached color themes document
- Removal any of the default tabs (e.g., People, Council, and Departments).
- Change of any of the captions/labels (e.g., changing “Legislative Text” to read “Staff Report” or changing “Calendar” to read “Schedule”)
- Remove fields or captions
- For existing Clients moving to Legistar: a tab created to point to the existing Media Manager view pages for older content. A data migration can also be performed for an additional cost.

- Granicus will present the customizations to Client for approval prior to deployment being considered complete.
- Client will need a create a link from their public facing website to InSite for internal and external use.

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

Note: Legistar has certain limitations with Microsoft Word. When you use Microsoft Word as your editor in Legistar, while most formatting will carry over to Legistar properly, note that it may not appear in Legistar exactly as you have entered it in Word. Microsoft Word Editor Limitations apply to the following:

- Rich text format (RTF) code attributes such as bolding, font style and color, underlining, bulleted and numbered lists.
- Indentation (Best practice is to use preset tabs)
- The Track Changes feature, which you use to record edits
- You should not insert tables, graphics or images into the text file. Our best practice recommendation is that you include them as attachments.
- The Preview screen under the Text File tab is the least perfect replication of your formatting in the Word document. The Staff Report offers the closest replication of the Word document. When you are in the Files module, you can run this report by clicking Reports and selecting the Staff Report from the Reports menu.
- RTF code cannot be larger than 100MB (this is not related to file size)
- You cannot use footnotes in the Word Editor

## ILEGISLATE

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

- Viewing of videos, agendas, minutes, and supporting documents on Windows computers, Mac computers and iPads
- Review of agendas and attachments offline and on-the-go
- Note taking, bookmarking, and emailing of agenda items
- Review of indexed, archived meeting videos

**iLegislate:** iLegislate, enables elected officials to review meeting agendas, supporting documents and archived videos on any iPad, Windows or Mac. Users can bookmark items on the agenda (and pdf attachments) while offline. iLegislate is a free app that can be downloaded from iTunes or here for a Windows or Mac.

### **Deliverable:**

- iLegislate App

## DATA MIGRATIONS

**Data Migration** is a service that Granicus will be providing where the Granicus Data Migration Team will migrate client Legislative Data in Legistar or MediaManager. There are two main types of data migrations. The “light” data migrations typically include moving agendas, minutes, and video files into InSite where they can be consumed by internal and external users.

“Advanced” data migrations include the items typically included in a “light” migration but also includes the importing of meta data on files into Legistar. These “Advanced” migrations usually require data mapping and meta data translation to move into the corresponding Legistar fields. Due to the complexity of data migrations, the data migration team will need to scope all projects to determine the level of effort required and therefor the cost.

Some factors considered in the level of effort include how many data sources are being used and the type of data migration, “light” or “Advanced.”

### **Summary of Data to be Migrated**

#### **Included:**

- Agendas (or Agenda packets)
- Minutes Documents
- Videos
- Metadata:
  - Names
  - Dates
  - Meeting Location
  - Meeting Time
  - Body Description
  - Meeting Comments
  - Department (Meeting Body Name)

#### **Not Included:**

- Matters (Resolutions/Ordinance)
- Legislative History
- Attachments
- Roll Call
- Votes

**Any additional data not listed as being included above will NOT be considered a part of this project. The data migrated will be migrated into Media Manager or Legistar. the County will not have file level access, but will be able to download full videos, agendas, and minutes documents related to each meeting. Metadata will appear in the respective application but will not be available via database to use or copy.**

### **Migration Services**

Based on the data provided – the following services are recommended and included in the project scope and cost to complete this migration.

#### **• Data Extraction**

Granicus will extract data from the provided client data Client if the client is migrating data from IQM2 or NOVUSystem.

All third-party clients (CivicPlus, SIRE, iCompass, folders etc.) agree to provide Granicus migration team their data in the agreed upon format as seen in ISH DOCUMENT. Data will be sent to Granicus via secure AWS S3 bucket which your project manager will configure and provide. Any data provided to Granicus via AWS S3 has a *1-year* retention policy.

Client must keep a copy of all data that is transmitted to Granicus to ensure data integrity.

If the County absolutely cannot use S3 environment, a USB hard drive can be sent to Granicus. USB must be encrypted in-transit and unencrypted by Granicus without additional software. Password cannot be contained on, or in, the hard drive shipment. Password must be shared electronically and securely via Dropbox.

All Data provided to Granicus *must be public information* and cannot contain any Personable Identifiable Information (PII). If PII is received, Granicus migration team will inform the client and delete the data containing it.

• **Meetings will be Migrated into the Granicus System**

Granicus will take source data, create meetings, and attach the corresponding documents and videos in the County's GRANICUS platform. Granicus will place data in an intermediary database to perform analysis and validation with the County before data is published to live environment.

• **the County will perform Data Validation to ensure successful migration**

Granicus Migration team will provide a spreadsheet for client to report any errors found because of the migration. Granicus will iterate the migration as necessary to ensure data integrity. Client will inform Granicus of any missing data, irregularities (such as spelling errors, improper dates etc.), incongruous documents, or any other irregularities. After receiving written approval of the migration from the County, the project will be considered complete. Any further iterations or work on the project will be considered out of scope at this point. Final data validation must be completed within 30 business days of Granicus notification of completion.

Milestone 3: Deployment Complete

Granicus performs unit and end to end testing during development and testing. Granicus will conduct unit testing, integration testing, including at least one client machine prior to considering this project or module deployment complete. Client is responsible for all client's end to end testing.

**Deliverable:**

Written or verbal confirmation of the successful deployment

Milestone 4: Training

Granicus will conduct training for up to **12** Client identified staff members if training is delivered onsite (**6** Client Identified Staff Members if delivered online) that will cover the essential concepts and standard navigation of the solution and tasks related to Client's legislative business processes. Client will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by Client. Granicus will authorize Client to videotape training sessions for internal use and to reproduce any the training materials such as training guides, screenshots, in part or whole, for its own purposes.

Milestone 5: Scope-Of-Work Complete

Final acceptance will be based on successful deployment of the system, defined as:

- Integration tested (with ability to provide evidence of testing upon Client's request)
- End-to-end configuration and functionally tested
- Submitted feature requests or bugs will not prohibit a project from moving to scope of work complete. Client Success and Technical Support will take over ownership of these should they occur as the project transitions to them.
- Granicus will provide a plan to Client for post-implementation support Introduction to Client Success Introduction to Customer Support

2.4 Testing

The implementation should include adequate provisions for user acceptance, integration, performance and stress, security, reliability testing, and parallel testing with the current IQM2 system.

The County requires Granicus's involvement in the development and execution of all test plans to assure that the system delivers the expected results.

Satisfactory completion of a mutually agreed-upon Acceptance Test for each stage of the implementation is required, as is a Final Acceptance Test in a fully integrated environment (to ensure components work together as intended). The Acceptance Test will include a confirmation of each functional requirement identified, in addition to required performance and reliability acceptance procedures that the County may require.

Granicus performs unit and end to end testing during development and testing. Granicus will conduct unit testing, integration testing, including at least one client machine prior to considering this project or module deployment complete. Client is responsible for all client end-to-end testing.

**Deliverable:** Written or verbal confirmation of the successful deployment Final acceptance will be based on successful deployment of the system, defined as:

- Integration tested (with ability to provide evidence of testing upon Client's request)
- End-to-end configuration and functionally tested
- Submitted feature requests or bugs will not prohibit a project from moving to scope of work complete. Client Success and Technical Support will take over ownership of these should they occur as the project transitions to them.
- Granicus will provide a plan to Client for post-implementation support Introduction to Client Success Introduction to Customer Support

## 2.5 Environment

In addition to a production environment, the County desires a test environment that allows software testing for hardware, software, and network updates. A test environment provides a controlled and isolated space for COUNTY technical team to evaluate software functionality, performance, compatibility, and other factors before production deployment.

As a hosted subscription application, all testing is internal and validated against administration and variables such as report customization. Granicus does not provide a test environment for individual clients to test new versions (internally we have several lower environments that are used for QA). Client can have a testing instance to test, but it is running in a live/production environment (i.e., it is running same version of software as their live instance).

## 2.6 Post Implementation Support and Maintenance

Granicus, with appropriate involvement from County personnel, will provide ongoing support for at least ten (10) Board of Supervisors meetings with successful parallel testing with the current IQM2 system after the date of successful implementation in a production environment. Upon completion of the parallel testing, if there are no outstanding issues, the County will formally accept the system.

### Transition to Support and Customer Success

After COUNTY have gone live on Legistar solution and are comfortable using this new system, Granicus Project Manager will schedule a Transition to Support and Customer Success call. This call will include a member of the Support team and a member of the Customer Success team and will provide COUNTY with information on how best to report tickets, what to expect from Support, who to contact for what type of question and what the escalation path is should there be a

need to escalate. Please note that COUNTY should not contact the Support Team or submit tickets until this call has occurred.

## 2.7 Training

Granicus will conduct training for up to **12** Client identified staff members if training is delivered onsite (**6** Client Identified Staff Members if delivered online) that will cover the essential concepts and standard navigation of the solution and tasks related to Client's legislative business processes. Client will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by Client.

Granicus will authorize Client to videotape training sessions for internal use and to reproduce any training materials such as training guides, screenshots, in part or whole, for its own purposes. Training is comprised of the following components, depending on the Client's purchased solution(s):

### **Module or Software Solution Training Provided Open Platform and Live Cast Video Streaming**

Three 2-hour sessions for up to six attendees.

1. Pre-/During Meeting Steps
2. Post-Meeting Steps
3. Review/iLegislate

#### **Legistar Training Planning Call:**

*One 1-hour online*, instructor-led, online conversation for up to six attendees.

*Two 1-hour online* instructor-led, online training session for up to six attendees covering Legistar Administration.

*Three days onsite*

1. Day 1: Project Overview, Drafter Training, Approver Training, and Agenda Generation Prep
2. Day 2: Agenda Generation, Live Manager, and Media Manager
3. Day 3: Minutes Processing and iLegislate

OR

*15.5 Hours of Online Training* instructor-led, online conversation for up to six attendees covering the following topics:

Drafter Training, Approver Training, and Agenda Generation Prep, Agenda Generation, Live Manager, and Media Manager, Minutes Processing and iLegislate.

#### **Training Requirements:**

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

#### **Deliverables:**

Class outline and user roles involved

## 2.8 Granicus Customer Support Team

### **Ernie Graniillo – Director of Customer Support**

Ernie has been with Granicus since 2012 and works out of Denver, Colorado.

### **Travis Kozik – Senior Customer Support Engineer**

Travis has been with the company since 2016 and works out of Denver, Colorado.

Support Organization Contact Information

**Regular Support Hours** (Phone, Email, Chat):

Monday-Friday, 8AM EST – 8PM EST

**Extended Live Meeting and Video Streaming Support** (Phone, Email):

Monday-Friday 9PM EST - Midnight

**Phone:** (800) 314-0147 (US)

Granicus Support Portal - Support.Granicus.com

The Granicus support portal is a 24/7 resource for user guides, knowledge base articles and training videos for all of our product offerings. Additionally - our users can sign up for weekly webinars/how-to sessions led by our support and services team. Users can also initiate a chat session with a live support agent during our standard business hours.

Granicus System Status

Granicus customers can opt-in to receive email and/or SMS text alerts to our online status page ([status.granicus.com](http://status.granicus.com)) that provides real-time information around product releases, service disruptions and outages for all of Granicus' products. Granicus support and engineering provide for 24/7 response and monitoring of all cloud-based systems and software.

2.9 Discontinuation/End-of-Life

There are no current plans to sunset the proposed solution. Should Granicus decide to stop supporting the proposed solution in the future, Granicus will make every effort to notify the County as soon as possible to ensure that the County has enough time to procure an alternative solution.

**PRODUCT DESCRIPTIONS**

Solution	Description
GovMeetings Live Cast	<p>govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.</p>
Granicus Operations Cloud - Governance (Legislative)	<p>The annual subscription is an outcome-focused solution combining integrated technology, data insights, and experience services to drive operational efficiencies.</p> <ul style="list-style-type: none"> <li>● Strategic Capabilities                     <ul style="list-style-type: none"> <li>- Designated Experience Partner</li> <li>- Extended LMS Training On-demand</li> <li>- Access to Services Catalog</li> <li>- Biannual CX Program Brief to Review Insights &amp; Recommendations</li> <li>- Online Help Articles and Access to govCommunity</li> </ul> </li> <li>● Data Insights                     <ul style="list-style-type: none"> <li>- Community Satisfaction and Performance Monitoring</li> <li>- Government Effectiveness Score</li> <li>- Digital Experience Score</li> <li>- Quality of Life Surveys</li> <li>- In-app Reporting and Dashboards</li> </ul> </li> <li>● Connected Technology                     <ul style="list-style-type: none"> <li>- Agenda and Meeting Management</li> <li>- Compile and produce agendas and record minutes for public meetings including unlimited users, meeting bodies and meeting types</li> </ul> </li> <li>● Public Portal</li> <li>● Elected Official Application                     <ul style="list-style-type: none"> <li>- View and annotate meeting materials in a browser-based application</li> <li>- Request to speak and voting capabilities (additional fees may apply)</li> </ul> </li> <li>● Community Engagement                     <ul style="list-style-type: none"> <li>- Collect and manage citizen input on agenda items with direct comment on items or sign up to speak before a scheduled meeting</li> </ul> </li> <li>● Outbound Communications                     <ul style="list-style-type: none"> <li>- Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with up to 5,000 contacts.</li> </ul> </li> </ul>

Solution	Description
	<ul style="list-style-type: none"> <li>• Forms and Workflows (up to 15)                             <ul style="list-style-type: none"> <li>- Capabilities include: (1) Drag and drop form builder, (2) display logic, calculations, and payments, (3) insights dashboard and form analytics, (4) unlimited responses and ability 'to save and return', (5) data connections and API access, and (6) up to 10GB file uploads and 1,000 web API calls per hour</li> </ul> </li> <li>- Ongoing security updates</li> <li>- Ongoing product updates and enhancements</li> <li>- Product accessibility maintained perpetually</li> <li>- 99.9% up-time guarantee</li> <li>- Technical Support Reporting (quarterly)</li> <li>- Live Escalation &amp; Care Process</li> </ul>
Granicus Live Cast Encoder – Hardware	Granicus Live Cast encoder is the hardware appliance used convert the video feed for video streaming on the web. It also records the video and provides the MP4 file for archive playback.
Granicus Video - Online Training	Granicus Video - Online Training
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.
24/7 streaming (Granicus Video)	Stay connected and engaged with your audience around the clock using our 24/7 Live Video Streaming Service. Designed for seamless, high-quality broadcasts, this service is perfect for organizations that need uninterrupted video streaming to share content, events, and updates in. This product option is per account, not per encoder.
Granicus Operations Cloud - Governance (Legislative) - Setup, Configuration, and Training	<p>The Governance (Legislative) edition of Operations Cloud leverages a blend of strategic capabilities, data insights, and technology built for government to deliver an experience aimed at enhancing user engagement and boosting operational efficiency.</p> <p>This solution includes:</p> <ul style="list-style-type: none"> <li>• Stakeholder Kickoff and Project Alignment</li> <li>• Program Management - Weekly / bi-weekly communication</li> <li>• Up to three (3) Email message templates</li> <li>• Development/Implementation/component configuration, including:                             <ul style="list-style-type: none"> <li>○ Agenda and Meeting Management</li> <li>○ Public Portal</li> <li>○ Elected Official Application</li> <li>○ Community Engagement</li> </ul> </li> </ul>

Solution	Description
	<ul style="list-style-type: none"> <li>○ Email and SMS communications</li> <li>○ Forms and Workflows</li> <li>● Remote Training – Specific training agenda is flexible and includes up to 20 hours total delivered and up to 3-hour sessions across non- consecutive sessions</li> </ul>
VoteCast Web	<p>The Granicus VoteCast Web Application is poised to transform our voting system by harnessing the advantages of cloud technology. This innovative platform provides a secure, scalable, and user- friendly solution for electronic voting, aimed at streamlining the voting process, enhancing accessibility, and safeguarding the integrity of voting results.</p> <p><b>Key Features:</b></p> <p><b>Integration with Legislate:</b> Elected officials can utilize any device to motion, second, vote, and request to speak, with all data seamlessly populating into the clerk software (LiveManager Web) to ensure accuracy and reduce administrative workload.</p> <p><b>Dynamic Meeting Displays:</b> As action items arise during meetings, connected TVs or projectors will automatically display the current agenda item, motion on the floor, vote results, and speaker timers alongside the speaker's name.</p> <p>VoteCast offers:</p> <ul style="list-style-type: none"> <li>Unlimited user accounts</li> <li>Unlimited meeting bodies</li> <li>Access to one Granicus platform site</li> <li>Access to the VoteCast Web software application for elected officials</li> <li>Access to the VoteCast Web Display software application for outputting meeting proceedings to TVs or projectors in the meeting room</li> </ul> <p>We believe that adopting the Granicus VoteCast Web Application will greatly enhance our voting capabilities, ensuring a more efficient and effective process for all stakeholders involved.</p>
Granicus Live Cast Encoding	<p>Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback.</p> <p><i>Only used with the Live Cast encoder hardware and Live Cast solution.</i></p>

Solution	Description
US Shipping Charge C - Large Item	US shipping of a large item
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
24/7 streaming (Granicus Video) -Setup and Configuration	24x7 streaming video setup and configuration services
VoteCast Web - Setup and Configuration	VoteCast Web setup and configurations services
VoteCast Web - Online Training	Votecast Web - Online Training is for online training for Votecast Web, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
IQM2 or Novus Data Migration into Legistar (Up to 10 years of data)	Granicus will migrate 10 years worth of meeting data from IQM2 or Novus into Legistar. This meeting data will be added into InSite (Public facing portal included with Legistar) Data will not be seen or otherwise usable in Peak. We will be migrating over PDFs of agendas, minutes, and corresponding videos if available. Please request a Scope of Work for more details

EXHIBIT B  
PAYMENT PROVISIONS

Item						Option to renew for five (5) additional years (years 6-10)				
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Solution Software/Application:</b>										
Live Voting Module Vote Cast Web – Annual Cost	\$20,000	\$20,400	\$20,808	\$21,224.16	\$21,648.64	\$22,081.62	\$22,523.25	\$22,973.71	\$23,433.19	\$23,433.19
Software/application annual cost (GovMeeting Live Cast, Granicus Operations Cloud – Governance Legislative, Open Platform Suite, 24/7 streaming Granicus Video, Granicus Live Cast Encoding Software)	\$97,492.08	\$99,441.92	\$101,430.76	\$103,459.38	\$105,528.56	\$107,639.13	\$109,791.92	\$111,987.76	\$114,227.51	\$116,512.06
<b>Total Software Cost</b>	\$117,492.08	\$119,841.92	\$122,238.76	\$124,683.54	\$127,177.20	\$129,720.75	\$132,315.17	\$134,961.47	\$137,660.70	\$139,955.25
<b>One-Time Fees</b>										
Granicus Live Cast Encoder - Hardware	\$3,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Granicus Live Cast Encoder Setup and Configuration	\$1,020.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GovMeetings Live Cast Setup and Configuration	\$233.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Granicus Video – Online Training (6 hours)	\$2,798.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Granicus Operations Cloud – Governance (Legislative) – Setup, Configuration and Training	\$22,604.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24/7 Streaming (Granicus Video) – Setup and Configuration	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
US Shipping Charge C - Large Item	\$132.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IQM2 Data Migration	No charge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
System Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Implementation of Live Voting Module VoteCast Web – Setup and Configuration	\$2,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VoteCast Web – Online Training	\$2,544.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Post-implementation support and maintenance (to be paid annually)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operations Cloud - Enterprise Platform (Experience Partner, Access to Service Catalog, 150 annual Service Credits)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel expenses (if any) shall comply with <a href="#">County Policy D-1</a> :										
<b>Total Professional Services Cost</b>	\$35,812.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL SOLUTION COST</b>	\$153,304.93	\$119,841.92	\$122,238.76	\$124,683.54	\$127,177.20	\$129,720.75	\$132,315.17	\$134,961.47	\$137,660.70	\$139,955.25

**EXHIBIT C**  
**Service Level Agreement (SLA)**

**REGIONAL Hours of Availability AND SUPPORT CONTACT CHANNELS**

<b>Region</b>	<b>Regular Support Hours</b>	<b>Support Contact Channels</b>
<b>USA</b>	Monday - Friday, 8:00 AM - 5:00 PM Local time Excluding Federal Holidays	<a href="http://support.granicus.com">support.granicus.com</a> 1-800-314-0147
<b>Canada</b>	Monday - Friday, 8:00 AM - 5:00 PM Local time Excluding Statutory Holidays	<a href="http://support.granicus.com">support.granicus.com</a> 1-800-314-0147 Government of Canada direct line 1-800-TBD
<b>Europe</b>	Monday - Friday, 9:00 AM - 5:00 PM GMT Excluding Statutory Holidays	<a href="http://support.granicus.com">support.granicus.com</a> +44 (0) 800 032 7764
<b>Australia &amp; New Zealand</b>	Monday - Friday, 9:00 AM - 5:30 PM AEST Excluding National Holidays and Victorian Public Holidays	<a href="http://support.granicus.com">support.granicus.com</a> +61 3 9913 0020
<b>LAC</b>	Monday - Friday, 9:00 AM - 5:00 PM GMT Excluding Statutory Holidays	<a href="http://support.granicus.com">support.granicus.com</a> 1-800-314-0147 Spanish help desk: 1-800-TBD
<b>Subscribers GovDelivery Help</b>	Monday - Friday, 8:00 AM - 8:00 PM EST	<a href="http://subscriberhelp.granicus.com">subscriberhelp.granicus.com</a> <a href="mailto:subscriberhelp@granicus.com">subscriberhelp@granicus.com</a> 1-800-439-1420 USA +44 (0) 808 234 7450 Europe
<p>24/7 Virtual Agent is available at <a href="http://support.granicus.com">support.granicus.com</a> to answer transactional request and knowledge-oriented questions.</p> <p>Current System Status for Granicus Services and Applications. update on platform <a href="#">Granicus System Status</a></p>		

**Extended Availability for Video Streaming Solution**

- Extended Hours for Live Meeting Support:** The availability for the Live Meetings solution is extended to 11:30 PM local Time based on customer time zone (in the USA and Canada).

**Emergency Support**

- Under Granicus Standard Support terms: Emergency technical support is available **24/7** by phone only for customers with live meetings solutions and Website when experiencing a **Level 1 outage** as defined below.

**Technical Support Severity Level DEFINITIONS**

<b>Severity Level</b>	<b>Description</b>	<b>Time to 1st Response</b>	<b>Granicus Action</b>
<b>Level 1 (EMERGENCY)</b>	Incident represents complete unavailability of the Granicus Products for all users, and no workaround is available	Within <b>two (2) hours</b>	Incident response process initiated immediately. Work on resolution starts immediately (24/7/365). Updates provided via case or status.granicus.com.
<b>Level 2 (SEVERELY IMPAIRED)</b>	Major feature failure with no workaround available	Within <b>four (4) hours</b>	Incident response process initiated. Work on resolution begins immediately. Updates provided via case or status.granicus.com.
<b>Level 3 (IMPAIRED)</b>	A primary feature is not working as expected but a workaround is available	Within <b>one (1) business day</b>	Case assigned and resolution work begins within 1 business day. After-hours cases are assigned on the next business day.
<b>Level 4 (LOW IMPACT)</b>	Incident has limited business impact; primary functionality is unaffected	Within <b>three (3) business days</b>	Case assigned and work on resolution begins within 3 business days. After-hours cases are assigned on the next business day.
<p>Granicus shall use commercially reasonable efforts to resolve incidents affecting Granicus Products. Incidents that require debugging of programming code may need to be corrected during the next regular update cycle. Resolution time will be based on the details and severity of an incident. Regular follow-ups will be communicated with the customer until final resolution is reached</p>			

**GXC Service Levels for Enhanced and Advanced Technical Support**

<b>Service Levels</b>	<b>GXC Essentials &amp; Operations Cloud</b>	<b>GXC Enhanced</b>	<b>GXC Advance</b>	<b>Operations Cloud Video incident line</b>
<b>Level 1 (EMERGENCY)</b>	1 hour	1 hour	30 minutes	15 minutes
<b>Level 2 (SEVERELY IMPAIRED)</b>	4 hours	2 hours	1 hour	
<b>Level 3 (IMPAIRED)</b>	12 hours (*)	5 hours (*)	2 hours (*)	
<b>Level 4 (LOW IMPACT)</b>	24 hours (*)	12 hours (*)	5 hours (*)	
<b>24x7 sev1 Incident Line</b>	1-800-TBD	TBD	TBD	TBD
(*) sev3 and sev4 target response time and service levels: responses and updates are shared during business hours only. Target response time carries into subsequent business days. Emails have no severity level and are answered within 24hours.				

**24/7 Technical Support Coverage**

- **Level 1 coverage:** Available 24/7 for all GXC customers experiencing a Level 1 outage on any product part of GXC solution.
- **Level 1 & Level 2 coverage:** Available 24/7 for customers subscribed to GXC Enhanced and Advanced Editions.
- **Video Incident Line:** Available 24/7 for GXC Operations Cloud customers experiencing level 1 outages.

**Severity Level Updates Frequency**

- **Level 1 & Level 2 Updates Frequency:**
  - **GXC Enhanced:** 24 hours, 48 hours
  - **GXC Advanced:** Twice a day, 24 hours

**Product AVAILABILITY**

Granicus will use commercially reasonable efforts to make the Granicus Products Available 99.9% of the Available Hours of Operation, calculated on a calendar quarter basis, as follows:

$$[(\text{Total time in a quarter} - \text{Unexpected Downtime} - \text{Scheduled Downtime} - \text{Service Disruption}) / (\text{Total time in a quarter} - \text{Schedule Downtime} - \text{Service Disruption})] * 100$$

Reasonable efforts are made to avoid Scheduled Downtime to perform maintenance, however, in circumstances where Scheduled Downtime is required, notification will be posted at least 10 days in advance for all Product Suites, scope of maintenance activities may be refined to ensure adherence to published schedule. Customers can subscribe to product specific email notifications on the status page [status.granicus.com](http://status.granicus.com)

Notifications for Granicus Products of any system-wide outages will be posted to [status.granicus.com](http://status.granicus.com) and will occur within one (1) hour from the time the issues are first recognized by Granicus.

Reports of Unscheduled Downtime will be provided upon request up to once per calendar quarter.

Term	Definition
<b>Availability</b>	ability of a user to access the Granicus Product via the internet. Granicus uses industry-standard third-party monitoring to measure Availability through URL monitoring (HTTP)
<b>Available Hours of Operation</b>	twenty-four hours a day, seven days per week, minus Scheduled Downtime
<b>Maintenance</b>	updates, upgrades, bug fixes, and patches to the Granicus Products. Maintenance times vary by Product. An up-to-date maintenance schedule can be found at <a href="http://status.granicus.com">status.granicus.com</a> .
<b>Scheduled Downtime</b>	is the period when the Granicus Product may be inaccessible to permit Granicus to perform Maintenance services

<b>Service Disruption</b>	is the downtime arising from causes beyond the reasonable direct control of Granicus, such as the interruption or failure of digital transmission links or telecommunications, hostile network attacks, or issues arising with customer Domain Name Systems (DNS).
<b>Unexpected Downtime</b>	is any time after the first five minutes of downtime where the Granicus Product is not Available in any way

**Outage credit**

Any credit provided within this Technical Support and Availability document will be referred to as an **Outage Credit**. The Outage Credit shall be applied as credit to the customer’s following renewal term for the customer’s affected Granicus Product and will be added to the end of the then-current period of performance and shall be provided upon the customer’s request.

Outage Credit is available solely to the extent **Unscheduled Downtime** created unavailability of the entire Granicus product. In no event shall any credit for a calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether **Unscheduled Downtime** has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

<b>Site Outage per Quarter</b> (Unless Otherwise Specified Below)	<b>Amount of Outage Credit</b> (Unless Otherwise Specified Below)
>99.9%	No Outage Credit
99.8-98.0%	1 day credit
97.9-97.0%	3 days credit
96.9% or less	7 days credit

EXHIBIT D  
Granicus Subscription and Services Agreement  
US/Canada

This Subscription and Services Agreement (“**Agreement**”) is effective as of the date an Order or SOW (as defined below) commences that references this Agreement (“**Effective Date**”), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada (“**Granicus**”).

**1. Definitions.** For the purpose of this Agreement, the following terms have the corresponding definitions:

“**Content**” means any material or data: (i) displayed or published on Client’s website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client’s behalf. Content expressly excludes Granicus Data;

“**Deliverable(s)**” means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

“**Granicus Data**” means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

“**IP Rights**” means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

“**Order**” means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

“**Products**” means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

“**Services**” means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

“**SOW**” means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

- **Intellectual Property Ownership and Use Rights.**

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at [www.Granicus.com/legal/licensing](http://www.Granicus.com/legal/licensing) and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

- (i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;
  - Disassemble, decompile, reverse engineer or make derivative works of the Products;
  - Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;
  - Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
  - Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.
- **Term; Termination.**
  - a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.
  - b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".
  - c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the "**Termination Date**"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.
  - d) **Subscription Term.** The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.
  - e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable

Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation.** Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

- **Fees; Payment.**

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages.** For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

- **Client Responsibilities.**

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services.** Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

- **Support.** Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at [www.granicus.com/legal/licensing](http://www.granicus.com/legal/licensing). Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

- **Representations; Warranties; Disclaimers.**

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

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workman-like manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for

a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

- **Services.**

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

**9. Confidentiality.** During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party

("Receiving Party") or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

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

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

#### **10. Indemnification.**

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

**11. Limitation of Liability.**

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

**12. General.**

a) **Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

<b>Granicus</b>
Contracts
1152 15 <sup>th</sup> Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

**13. Governing Law.** If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with

exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

**14. Entire Agreement.** This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre- printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

## EXHIBIT E

### Granicus Privacy Policy

#### **Privacy policy**

*The Granicus privacy policy was last updated on: February 11, 2025.*

Please take a moment to review this Privacy Notice in detail to understand our views and practices regarding your personal data and how we will treat it.

## Overview

Granicus is committed to protecting the privacy of your personal information. We have written this Privacy Statement to let you know how Granicus uses your personal data. In this statement you will find information about the types of personal data we collect from you, when we collect your personal data and how long we keep it for, how we collect your personal data, our reasons for collecting and using your personal data, and information about how we share your personal data. When we say “we”, “us”, “our”, or “Granicus” in this Privacy Statement, we mean Granicus LLC, Granicus-Firmstep, Ltd., Granicus Canada Holdings ULC, Granicus Australia Pty Ltd., Granicus Technologies India Pvt Ltd, Rock Solid Technologies PR, and GovLoop.

Granicus complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF as set forth by the U.S. Department of Commerce. Granicus has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF.

If there is any conflict between the terms in this privacy policy and the Data Privacy Framework Principles, the Data Privacy Framework Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

This Privacy Notice does not apply to other online services and applications operated by Granicus, nor to any information that we handle as a processor or service provider to our customers. We have also provided below notices related to Granicus employees who are California residents for purposes of the California Consumer Privacy Act of 2018 (“CCPA”) as amended by the California Privacy Rights Act of 2020 (“CPRA”).

Please take a moment to review this Privacy Statement in detail to understand our views and practices regarding your personal data and how we will treat it.

This Privacy Notice and the DPF Principles apply to all Granicus group of companies mentioned above.

This Privacy Notice is incorporated into and made a part of our [Terms of Use](#), any applicable mobile app end user license agreement, and any other agreement that references this Privacy Notice or governs access to or use of the Services (together, our “Terms”).

We reserve the right to modify this Privacy Notice at any time. Any changes to this Privacy Notice will be communicated on this Site and, unless stated otherwise, will take effect immediately once posted. By accessing or using the Services after any changes are made, you agree to those changes. Material changes will be clearly posted on the Site.

### **Contact Us**

For the purpose of applicable data protection laws, the data controller is Granicus LLC and you can contact us using the following contact information:

#### **Office for Data Protection Compliance**

E: [customercare@granicus.com](mailto:customercare@granicus.com)

Any changes to this Privacy Statement will be communicated on [www.granicus.com](http://www.granicus.com) and, unless stated otherwise, will take effect immediately once posted.

For the purpose of applicable data protection laws, the data controller is Granicus LLC and you can contact us using the following contact information:

Office for Data Protection Compliance

E: [customercare@granicus.com](mailto:customercare@granicus.com)

## **What Personal Data Does Granicus Collect From Me and Use?**

We collect, store and use the following categories and types of data which identifies you or which can be used to identify you:

<b>Data Collected</b>	<b>When</b>	<b>Purpose</b>
Your name, business or personal email address, business or personal address, business or personal telephone number.	When you visit any of our websites, or where you use our contact functionality and or chatbot on websites.	To contact you occasionally regarding our services and products, subject to applicable laws (for example, where required, subject to your consent).
Information about your job, such as your position, title, management level, work location, division, department, and position level.	When registering to a webinar or other event on the website; or other ad hoc forms that we may add to the website on occasion.	To process your registration and participation in a webinar or other event to you which you have registered. To contact you occasionally regarding our services and products, subject to applicable laws (for example, where required, subject to your consent).
Information about your access to our network and premises.	CCTV images, when visiting our premises, when you swipe a card access, time recording software and internet access usage.	To comply with our business, regulatory and legal obligations.
IP address, location and time zone setting, operating system and platform, browser plug-in types, domain name and your choice of browser.	When you agree to the use of cookies and when you provide data passively (by using the website, navigating the screens, clicking on buttons etc.)	To improve, modify and update services and content offered on the website. To monitor and ensure the orderly and proper operation and development of the website and associated services. To analyse and provide statistical information to third parties. To improve and customize your experience and the content that is presented to you on the website.

Applying for a position with Grani-When you seek a career oppor-To process your application.  
cus. tunity on our website processing of  
personal data is subject to and is  
governed by the Granicus Candi-  
date Privacy Policy located [here](#).

## Why Does Granicus Carry Out These Processing Activities Using My Personal Data?

Some of the laws that apply to us require us to tell you the legal reason for using your personal data. We list these below:

**Consent:** Where applicable and appropriate, we will ask for your consent to collect and use your personal data. If we need your consent to collect and use your personal data we will make clear to you that the provision of your consent is voluntary. You have the right to withdraw your consent at any time by contacting us using the contact information set out above.

**Our core activities:** In many cases using your personal data is core to our legitimate business interests. Where we use your personal data for these purposes you will have the right to object to our use of your personal data by contacting us using the contact information set out above.

We use your personal data for our legitimate interests to provide you with information about our products and services and to understand your use of our website, products, and/or services. We use information collected via cookies (electronic text files) that we place on to your machine in order to provide you with the best level of service when using our tools. These analytics tell us whether you had technical difficulties when using our website or to provide you with a service that is tailored to you.

[Our Cookie Policy](#) provides you with more information about our use of cookies.

**Legal Requirement:** At times we may receive requests from regulators or other authorised bodies to use your personal data in order to comply with a legal or regulatory obligation. Where this is the case, we will ensure that the request is legitimate.

Overall, the provision of your personal data is voluntary for you and not required by law. However, in order to provide the website to you, to carry out a contractual relationship with you and/or to offer other products and services to you, your personal data are necessary. Not providing your personal data may result in disadvantages for you – for example, we may not be able to carry out a contractual relationship with you or you may not be able to use certain

products and services or may accept limited functionality. However, not providing your information will not result in legal consequences for you.

## For How Long Does Granicus Keep My Personal Data?

We keep your personal information for no longer than is necessary for the purpose for which the information is collected and to manage our relationship with you. Where personal information is kept, that period will be determined based on applicable local law. For further information, please contact us as set out above.

## Your Rights In Relation To Your Personal Data

We explain here the rights that you may have in relation to personal data if you live in the UK or European Union. Depending on the laws applicable to Company's processing of your personal information and the location in which you reside, you may have the ability to exercise the rights listed below and in this section of the Privacy Notice. Subject to foregoing, in addition to all application limitations, exemptions, or exceptions—regarding our collection and use of your personal information—these rights may include, to the extent applicable:

- **Right to Access:** You may have the right to obtain from Company confirmation as to whether or not we process your personal data, and, where this is the case, you may have the right to access your personal data.
- **Right to Data Portability:** You may have the right to receive all such personal data about you from Company in a structured, commonly used and machine-readable format, and also to require us to transmit it to another entity where this is technically feasible.
- **Right to Deletion:** You may have the right to request the deletion of your personal data that we have collected.
- **Right to Correction:** You may have the right to request the correction of your personal data that we collected.
- **Right to Restriction:** You may have the right to request restriction of processing.
- **Right to Object:** You may have the right to object to the processing of your personal data at any time.
- **Right to Withdraw Consent:** In the event your personal data is processed on the basis of your consent, you may have the right to withdraw consent at any time with effect for the future.

- **Right to Lodge a Complaint:** You also may have the right to lodge a complaint with a government regulator (e.g., your state attorney general) or supervisory authority, in particular in your country of residence, if you consider that the collection and use of your personal information violates this Privacy Notice or applicable law.

See the [“What Should I Do if I Am Not Happy With How My Information Is Being Used?”](#) section below for further information on how you may exercise such rights—where applicable.

### **How Can I Find Out What Personal Data Granicus’ Holds About Me?**

You may contact us using the contact information above if you would like more detailed information about what personal data we have collected from you, including the categories of personal data processed, the purposes of the processing and the third parties to whom that data is transferred. You may also request a copy of your data. Note that we do have to take into account the interests of others, and certain other legal obligations or restrictions, so this is not an absolute right.

### **Can I Ask Granicus To Delete or Correct My Personal Data?**

You may contact us using the contact information above if you would like us to delete your personal data or to have your personal data corrected and, if required to do so, we will comply with your request.

### **Can I Ask Granicus To Stop Using My Personal Data?**

You may contact us using the contact information above if you would like us to stop using your personal data (either entirely or for some of our Processing Activities) and, if required to do so, we will comply with your request.

### **Can I Ask Granicus To Transfer My Personal Data to a Third Party?**

You may contact us using the contact information above if you would like us to transfer your personal data to a third party in a structured, commonly used and machine readable format and, if required to do so, we will comply with your request.

### **Does Granicus Securely Store My Personal Data?**

We apply strict security standards, controls and processes to protect your personal information from unauthorized access, loss or accidental deletion. These include restricting who can have access to your personal data and protecting your data with security tools appropriate to the type of information e.g. encryption software and secure file transfer tools. We also require that our third party processors who handle your personal data do the same.

### **Does Granicus Use Cookies and Collect Other Trackers?**

Cookies are text files containing small amounts of information which are downloaded to your computer or mobile device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognizes that cookie. Cookies are useful because they allow a website to recognize a user's device. Cookies allow you to navigate between pages efficiently, remembering your preferences and generally improving the user experience.

Our [Cookie Policy](#) provides you with more information about our use of cookies.

### **Does Granicus Share My Personal Data With Third Parties?**

To help us carry out our Processing Activities, we may need to share your personal data with entities within and outside of Granicus as follows:

**Granicus Entities** – we may transfer your data to other Granicus entities who may collect, transfer and/or use the personal data we have collected from you for some or all of our Processing Activities. Where we share your personal information with other Granicus entities, they will use your information in a manner consistent with the purposes for which it was originally collected and consistent with this Privacy Statement and applicable data protection and privacy laws.

**Our Data Processors** – from time to time, we may share your personal data with our third party service providers or with other Granicus entities who provide us with investor relationship, company secretarial, legal, regulatory, corporate advisory, event management, talent management, recruitment, marketing, communication and/or IT support services (“Data Processors”). In order to provide such services, our Data Processors process your personal data on our behalf. Our Data Processors have met our criteria as trusted guardians of personal data and are subject to contractual obligations to implement appropriate security measures to safeguard your personal data and to process personal data only as instructed by us.

**Other Third Parties** – your personal data may also be transferred to regulators, courts, and other authorities (e.g. tax and law enforcement authorities) and independent external advisors (e.g. lawyers, auditors). We may also share certain personal data with business partners, customers and suppliers to carry out our business activities.

For the full list of the Granicus entities, Data Processors and other third parties that we may share your data with, please contact us as set out above. Our website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own

privacy policies and that we have no control over how they may use your personal information. You should check the privacy policies of third party websites before you submit any personal information to them.

Granicus may share personal data with its service providers for the purpose of helping Granicus execute certain tasks outsourced to them, or providing capabilities Granicus requires. The service providers to which Granicus provides personal data in connection with the personal data collected through the Website are: (1) email service providers for email campaigns management and to send you emails on our behalf, with the express provision that their use of such information must comply with our instructions; (2) recruiting service providers, in relation to activities on the Website related to submission and processing of CV and job applications through the Website; (3) registration management of users to events through the website; (4) billing, processing payments, marketing automation, Granicus advertisements on social media, CRM platform, analytics tools providers, web page building tools, cloud services, support and maintenance operation tools. Our service providers do not have any right to use your personal data collected from the Website beyond what is necessary for the purpose of facilitating their services for us and are subject to data protection agreements to the extent required under applicable law.

Granicus is also entitled to transfer or share anonymous, statistic or aggregative information with companies or organizations connected to Granicus, and with suppliers, business partners, advertisers, and every third party, according to Granicus's absolute discretion.

**Social media features** – the Website includes social media plugins, including links to Facebook, LinkedIn and Twitter. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the plugin to function properly. Social media features are governed by the privacy policy of the company providing it.

#### **Do We Participate in the Data Privacy Framework?**

Yes. Granicus complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF as set forth by the U.S. Department of Commerce. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/> and search for "Granicus". We are responsible for the processing of personal data we receive or subsequently transfer to a third party acting as an agent on our behalf. We will comply with the Data Privacy Framework Principles for all onward transfers of personal data from the EU, and the UK, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to Data Privacy Framework, we are subject to the regulatory enforcement powers of the U.S. Federal Trade Commission.

In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

In addition, Granicus commits to cooperate and comply respectively with the advice of the panel established by the EU data protection authorities (DPAs) and the UK Information Commissioner's Office (ICO), the Gibraltar Regulatory Authority (GRA) with regard to unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF, and the UK Extension to the EU-U.S. DPF. You may engage such authorities if you have concerns regarding our adherence to the Data Privacy Framework Principles or any applicable privacy law or regulations. We will respond directly to such authorities regarding investigations and resolution of complaints. Under certain conditions, more fully described on the [Data Privacy Framework website](#), you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

### **Does Granicus Transfer My Personal Data Overseas?**

Some of the Granicus entities, Data Processors and other third parties that we share your personal data with are located outside of the UK or European Economic Area (EEA).

If we transfer your personal data to entities outside of the EEA (which include our IT service providers, recruitment partners and other Granicus entities in the US and India), we will make sure that your data is being protected as required by applicable data protection law, as described in more detail below.

Granicus' compliance with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF deems the organization to provide adequate privacy protection, which is a requirement for the transfer of personal data outside of the European Union under the EU General Data Protection Regulation (GDPR), and outside of the United Kingdom under the UK Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR). You can ask for a copy of the appropriate safeguards by contacting us as set out above.

## **Data Security**

Granicus implements data security systems and procedures to secure the information stored on Granicus computer servers. Such systems and procedures reduce the risk of security breaches, but they do not provide absolute security. Therefore, Granicus cannot guarantee that the Website is immune to unauthorized access to the information stored therein and to other information security risks.

## What Should I Do if I Am Not Happy With How My Information Is Being Used?

You can contact us using the contact information above if you are not happy with how we are handling your personal data.

You also have the right to complain to our relevant supervisory authority, which is the Information Commissioner's Officer (ICO) in the UK, who is responsible for ensuring we correctly follow the General Data Protection Regulations 2016 or to any other competent data protection supervisory authority









# Agreement Legislative Meeting Management Solution (pss 11.4.25)(RH11.05.25)

Final Audit Report

2025-11-05

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