

**CONTRACT BETWEEN COUNTY OF LAKE AND GRANICUS INC. FOR
AGENDA MANAGEMENT AND GOVERNMENT TRANSPARENCY SERVICES**

This Contract is entered into this 8th day of October, 2013, by and between the County of Lake, a political subdivision of the State of California, hereinafter referred to as COUNTY, and GRANICUS, INC., hereinafter referred to as CONSULTANT.

WITNESSETH

WHEREAS, the COUNTY is in need of services to provide quality agenda management, government transparency solutions, and other services relative thereto; and

WHEREAS, CONSULTANT is qualified, and willing to provide said services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONSULTANT'S RESPONSIBILITIES

Provide services and solutions pursuant to the Proposal dated September 26, 2013 and attached hereto as Exhibit A, including:

- Provide Open Platform, Government Transparency, Meeting Efficiency, and Legislative Management Suites
- Provide access to the Legistar database
- Provide necessary training, project management and deployment services as detailed in Exhibit A.
- Provide hardware as required pursuant to Exhibit A.

2. COUNTY'S RESPONSIBILITIES, EXEMPTIONS and RIGHTS

COUNTY shall compensate CONTRACTOR for said services not to exceed \$25,650 up-front fees for deployment, and a total of \$1,400 monthly for on-going managed services after deployment, through quarterly billings until the contract is terminated. Said compensation is inclusive of travel and out-of-pocket expenses. Other extraordinary expenses will not be reimbursed unless it is approved by COUNTY in advance of the expenditure. For the Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use. For Legislative Management deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call. Fifty (50%) percent of all up-front fees are due upon execution of this contract. The remaining fifty (50%) percent of up-front fees will be paid when the full product is installed, tested, and otherwise completed pursuant to this contract. Quarterly billing for Managed Services shall begin upon completion of deployment. CONSULTANT will invoice COUNTY a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, COUNTY will be billed each January 1, April 1, July 1, and October 1. COUNTY shall pay all invoices from CONSULTANT within thirty (30) days of receipt of invoice.

3. USE. CONSULTANT agrees to provide COUNTY with a revocable, non-transferable and non-exclusive license to access the CONSULTANT Software listed in the Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the CONSULTANT Software. All CONSULTANT Software is proprietary to CONSULTANT and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Contract, COUNTY may use the CONSULTANT Software to perform its own work and work of its customers/constituents. Cancellation of

COUNTY'S Managed Services will also result in the immediate termination of COUNTY's Software license as described in this section.

4. **LIMITATIONS.** Except for the license granted by this Contract, CONSULTANT retains all ownership and proprietary rights in and to the CONSULTANT Software, and COUNTY is not permitted, and will not assist or permit a third party, to: (a) utilize the CONSULTANT Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the CONSULTANT Software; (c) provide, disclose, or otherwise make available the CONSULTANT Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the CONSULTANT Software, or copies thereof, except as expressly outlined in the Proposal.

3. **TERM.** This Contract shall commence on the date hereinabove entered into and continue in full force and effect until terminated as hereinafter provided.

4. **DUE PERFORMANCE - DEFAULT** Each party to this Contract undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Contract will not be impaired. Upon the occurrence of any default of the provisions of the Contract, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within 10 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires. Notice given under this provision shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract within the applicable time period. No such notice shall be deemed a termination of this Contract, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

5. **TERMINATION.**

This Contract may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. After an initial one year period, for convenience by either party, upon 60 days written notice.

Upon termination prior to the full and satisfactory completion of CONSULTANT's performance under this Contract, COUNTY shall not be liable to pay CONSULTANT the total compensation set forth in provision 2 of this Contract, but CONSULTANT shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONSULTANT covered by this Contract.

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

COUNTY's right to access or use the CONSULTANT Solution, including CONSULTANT Software, terminates and CONSULTANT has no further obligation to provide any services;

COUNTY has the right to keep any purchased hardware, provided that COUNTY removes and/or uninstalls any CONSULTANT Software on such hardware; and

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

Obligations Upon Termination. Upon any termination of this Contract, the following shall apply:

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

The provisions of certain sections of this contract, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Contract and continue in full force and effect;

Pursuant to the Termination or Expiration Options Regarding Content, CONSULTANT shall allow the COUNTY access to the COUNTY's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. COUNTY shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; this access will be provided to the COUNTY. In case of termination by COUNTY or expiration of the Service Contract, CONSULTANT and the COUNTY shall work together to provide the COUNTY with a copy of its Content. The COUNTY shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through optional media: data CD, external hard drive, or CONSULTANT provided FTP site. A CSV, XML, and/or database file will be included providing clip information, and/or legislative content. This option may include additional charges.
- Option 2: Provide the Content via download from MediaManager or from a special site created by CONSULTANT. This option shall be provided free of charge.
- Option 3: CONSULTANT shall provide the means to pull the content using the Granicus Application Programming Interface. This option shall be provided free of charge

CONSULTANT has the right to delete Content within sixty (60) days of the expiration or termination of this Contract.

6. INSURANCE. CONSULTANT shall not commence work under this Contract until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to COUNTY.

CONSULTANT shall not allow any SUBCONTRACTOR to commence work on his subcontract until the insurance required of the SUBCONTRACTOR has been obtained. Any failure of CONSULTANT to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the COUNTY within ten (10) days after the date of execution of this Contract by CONSULTANT:

- A. Workers' Compensation Insurance: CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, CONSULTANT shall require SUBCONTRACTOR similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONSULTANT's Workers' Compensation Insurance.
- B. Commercial General Liability: CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, upon himself and his employees at all times during the course of this Contract, Commercial General Liability Insurance (Occurrence Form CG 0001), for bodily injury, personal injury and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: Premises-operations, Products and completed operations, Blanket contractual, and Independent Contractor's liability,
- C. Automobile Liability Insurance: Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence.
- D. SUBCONTRACTORS: CONSULTANT shall include all SUBCONTRACTORS as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each SUBCONTRACTOR to COUNTY for review and approval. All coverages for SUBCONTRACTORS shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by CONSULTANT hereinafter.
- E. Additional Insured Endorsement: The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 38 04 13. or it's equivalent. Contractor shall not commence work under this Contract until he has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where a Contract to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

F. Other Insurance Provisions. For any claims related to the work performed under this Contract, the CONSULTANT's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONSULTANT shall reduce or eliminate such deductibles or self-insurance retentions or CONSULTANT shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONSULTANT under this Contract shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Contract or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Contract is provided on a "Claims Made", rather than "occurrence" form, CONSULTANT agrees to maintain required coverage for a period of three years after the expiration of this Contract (hereinafter, "Post Contract Coverage") and any extensions thereof. CONSULTANT may maintain the required Post Contract Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Contract Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for Post Contract Coverage shall be deemed to be reasonable.

CONSULTANT agrees to waive all rights of subrogation against COUNTY, its officers, officials, employees, agents, and volunteers for losses arising from work performed by CONSULTANT under this Contract.

7. **INDEMNIFICATION-HOLD HARMLESS.** CONSULTANT shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or alleged to arise out of, or resulting from or in any way connected with CONSULTANT'S operations hereunder or the

performance of the work described herein, unless such damage, loss, injury or death is caused solely by the negligence of COUNTY.

These obligations are contingent upon COUNTY promptly notifying CONSULTANT in writing of any claims or threatened claims, and COUNTY will not unreasonably withhold assistance from CONSULTANT in the defense and settlement of the claim. COUNTY will be provided reasonable opportunity to provide input in the defense and settlement of the claim. However, as CONSULTANT is agreeing to indemnify COUNTY under this Section, CONSULTANT has final control over the defense and all negotiations of the claim. CONSULTANT will not be responsible for any settlement it does not approve in writing.

8. **CONSULTANT'S WARRANTIES:** CONSULTANT hereby makes the following representations and warranties:

A. **Standard of Care.** CONSULTANT represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONSULTANT or designated SUBCONTRACTOR's, in a manner according to generally accepted practices in the provision of electrical consultation services.

B. **Non-Discrimination in Employment.** In the performance of the work authorized under this Contract, CONSULTANT shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age.

C. **Adherence to Applicable Disability Law.** CONSULTANT shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

D. **Safety Responsibilities.** CONSULTANT will adhere to all applicable CalOSHA requirements in performing work pursuant to this Contract. CONSULTANT agrees that in the performance of work under this Contract, CONSULTANT will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

E. **Interest of CONSULTANT.** CONSULTANT hereby covenants that he has, at the time of the execution of this Contract, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the

performance of services required to be performed under this Contract. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.

9. **ASSIGNMENT**. CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due CONSULTANT from COUNTY under this Contract may be assigned by CONSULTANT to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to COUNTY. Any attempt at assignment of rights under this Contract, except for those specifically consented to by both parties or as stated above, shall be void.

10. **INDEPENDENT CONTRACTOR**. It is specifically understood that in the making and performance of this Contract, CONSULTANT is an independent Contractor and is not an employee, agent, or servant of COUNTY.

11. **MODIFICATION**. This Contract may only be modified by a written amendment hereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed upon price may be modified by mutual consent of CONSULTANT and COUNTY executed by the County Administrative Officer.

12. **ATTORNEY'S FEES AND COSTS**. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

13. **OWNERSHIP OF DOCUMENTS** All non-proprietary reports, drawings, renderings, information, and/or other documents or materials prepared by and/or submitted to CONSULTANT hereunder shall become the property of COUNTY. In the event of the termination of this Contract for any reason whatsoever, CONSULTANT shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to COUNTY without exception or reservation.

14. **JURISDICTION AND VENUE** This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Contract or performance thereof shall be in Lake COUNTY, California. CONSULTANT waives any right of removal it might have under California Code of Civil Procedure Section 394.

15. **RESIDENCY** All independent Contractor's providing services to COUNTY for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

16. **NO THIRD-PARTY BENEFICIARIES** Nothing contained in this Contract shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

17. **SEVERABILITY** If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

18. **NOTICES** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
Administrative Office
Attn: Alan Flora
255 North Forbes Street
Lakeport, CA 95453

CONSULTANT
Granicus Inc.
Attn: Ramkumar Annasami
600 Harrison Street, Ste. 120
San Francisco, CA 94107

19. **ADDITIONAL PROVISIONS** This Contract shall be governed by the laws of the State of California. It constitutes the entire Contract between the parties regarding its subject matter. This Contract supersedes all proposals, oral and written and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Contract.

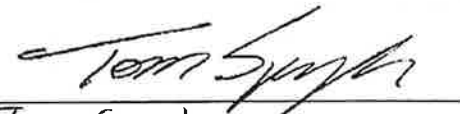
Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

CONSULTANT



Chair, Board of Supervisors



By: *Tom Spengler*
Title: *CEO*

APPROVED AS TO FORM:
ANITA L. GRANT
COUNTY Counsel

ATTEST: MATT PERRY
Clerk of the Board
Of Supervisors

By: 

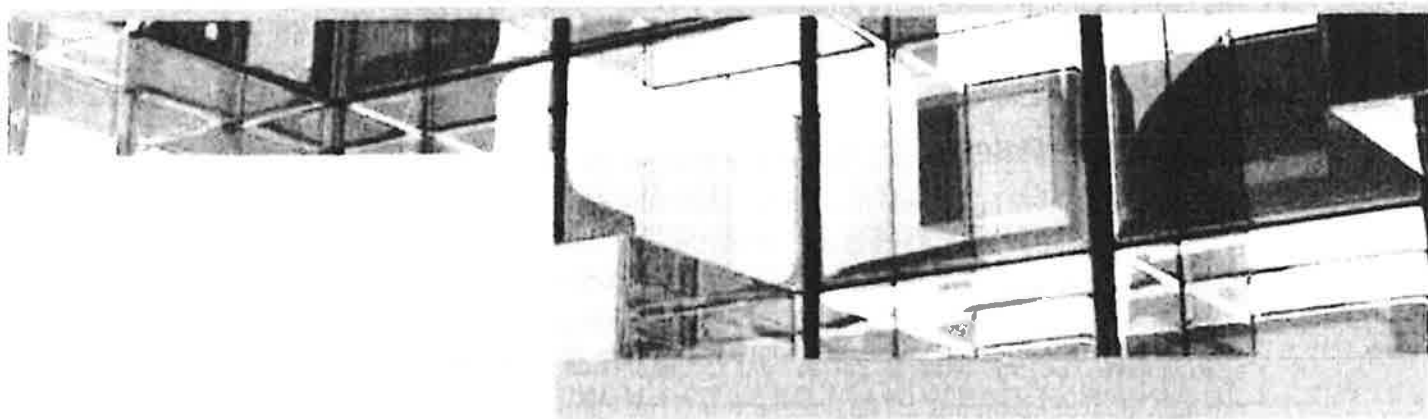
By: 

Deputy



Proposal for Lake County, CA

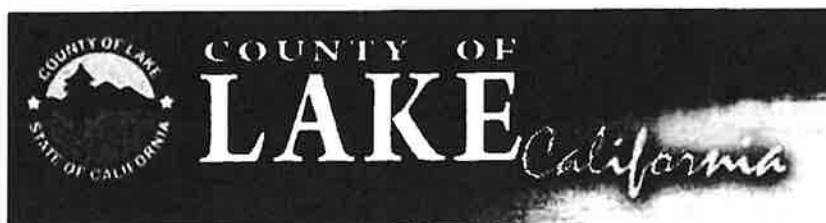
Government Transparency & Agenda Workflow Solutions



Proposal presented to:

Alan Flora
Assistant County Administrative Officer
Lake County, CA

09-26-2013





Dear Alan,

Thank you for taking the time last week to meet with me along with Shane and Mireya at Lake County. It was a pleasure learning about Lake County unique public meeting workflow and processes. We look forward to starting a rewarding, long term mutually beneficial relationship with the County.

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

Top Priority

During our meeting the primary business needs as we discussed were,

- The county administrative office and the Board of Supervisors are cognizant about cutting costs and are looking for opportunities to help the departments/staff be more efficient.

Current Situation & Key Challenges

- **Manual Routing Processes:** The Clerk of the Board is the point person for ensuring that agenda items are submitted in a timely fashion for upcoming Board of Supervisor meetings. Typical process for agenda creation starts with departmental Staff member → Clerk of the Board → County Counsel → County Administrative Officer. The Clerk of the Board serves as a quality check in the process to ensure all the required information is presented with the submitted agenda item. The CAO suggests corrections to the agenda submittal which are routed back to the individual departments for final corrections. The items are then submitted back to Clerk of the Board to be included into the upcoming agenda.
- **Paper & Labor Intensive:** Agenda items are finalized week before the BOS meeting. The Clerk of the Board creates 10 copies of the agenda packet. An analysis 2 years ago concluded that 15,000 copies of paper were being printed on a yearly basis for agenda packets. The scanned items are also uploaded on file share so that the Supervisors can access the agenda packet.
- **Timeliness of Information:** Frequently, staff reports are submitted late creating delays in finalizing the agenda.
- **Lack of Accessibility:** The agendas and minutes are published online. The video of the meeting is sent over Mediacom TV station. However, the meetings are not accessible for AT & T and Dish subscribers as Mediacom does not broadcast over these networks. Also, the Clerk of the Board gets frequent requests from the Departments and Citizens for a DVD copy of the



meeting. Because BOS meetings can be run for a few hours, it is difficult to go directly to the point of interest in the meeting.

Ideal Solution Components

Some ideal solution components to address the challenges as discussed during the meeting included

1. Completely electronic systems that will help streamline the agenda creation process making it quicker and smoother.
2. Ensuring that staff members are submitting items in a timely fashion to the Clerk of the Board office reducing last minute delays.
3. Make it easier to publish and deliver the information to the BOS easily over an iPad.
4. Ability to web stream the video the meeting and time stamp agenda items against the video.

Other Benefits of the Solution

- **Ease of Access to Information for Citizens and Staff –**
 - A completely searchable web interface for all agendas and minutes with complete history tracking.
 - Single website for video files, agendas and minutes.
- **Scalable Solution –** Enterprise solution that enables the County to on-board other meeting bodies (such as Planning Commission) without additional costs.

Impact of Success

Some ways to measure the success of such a software system implementation at Lake County include,

- Staff time saved to finalize agendas, minutes and video for BOS meetings
- Increased transparency and improved service provided to citizens of Lake County.

As an illustration of the success that other cities have had from implementing a Granicus Solution, I have included a few case studies along with this proposal to show savings achieved by,

1. City & Borough of Sitka, AK
2. City of Milwaukee, WI
3. City of Long Beach, CA



Trial Software

The County can also have the opportunity to trial the iPad app that gives the Supervisors the ability to view/bookmark agenda items, take notes and highlight specific sections of the backup documents. Please read through the instructions provided in this proposal to download and test the iLegislate app for viewing agendas.

Plan

Please find below a detailed proposal for the solution that Lake County has chosen. The proposal and pricing includes all training, software, hardware, 24/7/365 support, professional services, installation and implementation.

Nearly 1000 jurisdictions have selected Granicus as a partner to help them build trust with citizens, reduce staff time spent on processing meetings, and engage citizens in productive new ways. Granicus has over 35 years of government-focused experience which has allowed us to develop tools with government in mind and meet the market demand. We hope that you enjoy being part of the Granicus client family.

Most Sincerely,

Ram Annasami
Software Sales Executive
Granicus Inc.



Your Granicus solution was based on Lake County's specific government transparency and public meeting efficiency needs. Our pricing reflects our commitment to supply customers with the highest value and quality software and support. Solution pricing is detailed below.

Granicus Open Platform, Government Transparency & Legislative Management Suites

Product Name	Quantity	Unit Price (Up-Front)	Unit Price (Monthly)	Total Price (Up-Front)	Total Price (Monthly)
Granicus Encoding Appliance Hardware (Purchase) (GT)	1	\$3,600.00	\$0.00	\$3,600.00	\$0.00
Baluns - Composite/BNC	2	\$200.00	\$0.00	\$400.00	\$0.00
Granicus Encoding Appliance Software (GT)	1	\$0.00	\$100.00	\$0.00	\$100.00
Granicus Encoding Appliance Hardware Configuration (GT)	1	\$875.00	\$0.00	\$875.00	\$0.00
Government Transparency Suite Meeting Efficiency Suite	1	\$0.00	\$360.00	\$0.00	\$360.00
Legislative Management Suite	1	\$0.00	\$260.00	\$0.00	\$260.00
US Shipping Charge B - Large Item	1	\$0.00	\$680.00	\$0.00	\$680.00
US Shipping Charge A - Small Item	2	\$125.00	\$0.00	\$125.00	\$0.00
Legislative Management Workflow and Configuration (LM)	1	\$25.00	\$0.00	\$50.00	\$0.00
Project Management and Deployment Services (LM)	1	\$1,900.00	\$0.00	\$1,900.00	\$0.00
Training Day - Onsite (LM)	5	\$1,700.00	\$0.00	\$8,500.00	\$0.00
Legistar Training (LM) (Online) (Per Day)	4	\$1,700.00	\$0.00	\$6,800.00	\$0.00
	2	\$1,700.00	\$0.00	\$3,400.00	\$0.00
				\$25,650.00	\$1,400.00

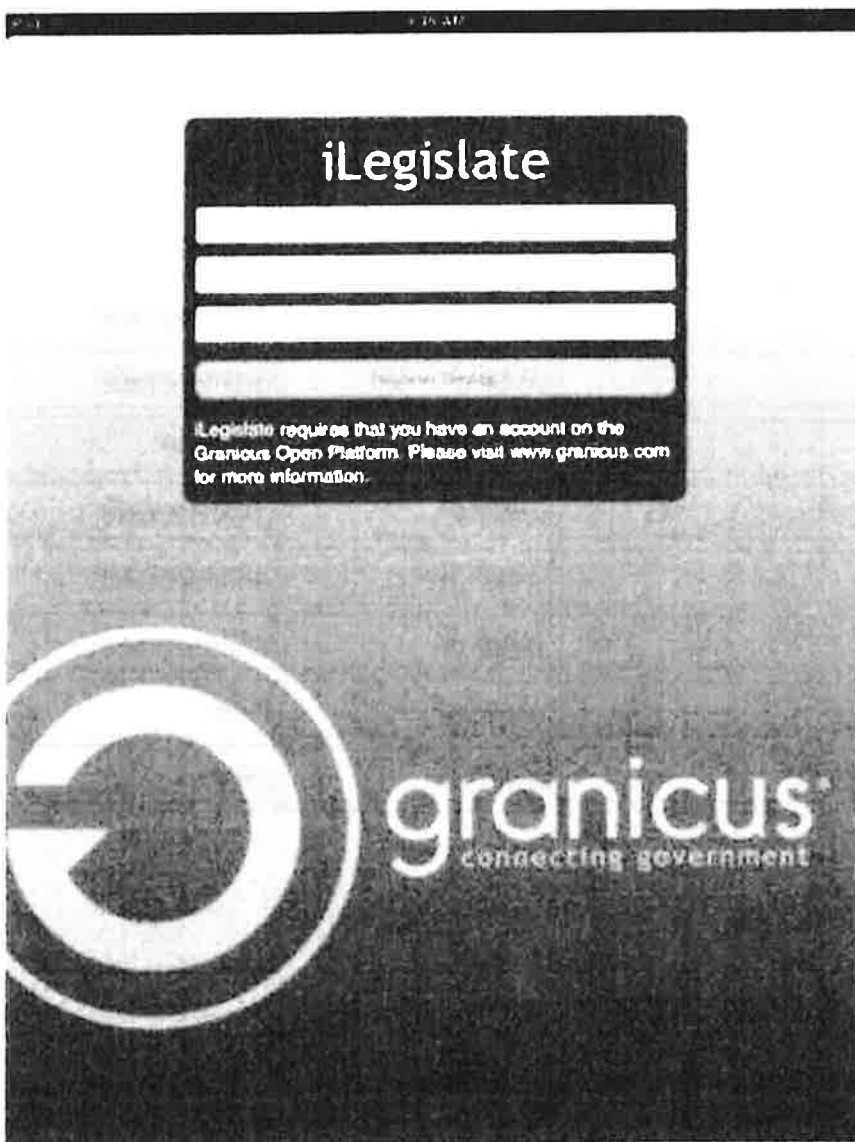


Exhibit A

- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality.
- Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.
- Fifty percent (50%) of all up-front fees are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees are due upon completion of deployment.
- Quarterly billing for Managed Services shall begin upon completion of deployment. Client will be invoiced a pro-rated amount from the deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice.
- For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use. For Legislative Management deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

This proposal expires on 10/31/2013

1. Download the app from Apple app store (search for keyword iLegislate)
2. Once the app is installed enter into the app.
3. Enter the following Login credentials
 - a. Site Name: ram.granicus.com
 - b. User name: guest
 - c. Password: granicus



Proposal Review	February 20 th , 2013	Ram/Alan
Technical Solution Review	September 24 th , 2013	Shane French
Information Gathering Forms Filled Out	TBD	Lake County
User List Forms Filled Out	TBD	Lake County
Project Approved	October 8 th , 2013	Lake County BOS
Signed Contract Received	October 31 st , 2013	Ram/Alan
Software Database Created	Week 0	Granicus
Project Kick Off Call	Week 1	Granicus/Lake
Software Installed and Configured	Week 4	Granicus/Lake
Solution Deployment Validated	Week 5	Granicus
Begin Training Calls	Week 5	Granicus/Lake
Training Completed	Week 10	Granicus/Lake
Internal Go Live	Week 11	Granicus/Lake
System Accepted	Week 12	Lake
Go Live to the Public – Project Successful!	Week 13	Lake

Proposed Solution

Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. [Click here](#) for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- On-demand streaming to mobile devices*

Government Transparency Suite

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

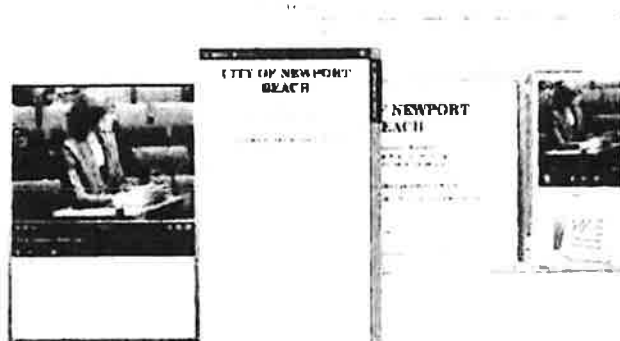
- Stream unlimited meeting bodies and events live
- Intelligent media routing
- Index video in real-time and link to relevant materials
- Build reports and analytics on visitor trends
- Paperless agenda for the iPad
- Offer downloadable media formats



Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. With VoteLog, allow the public to track legislation, ordinances and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place. [Click here](#) for more information on the Meeting Efficiency Suite.

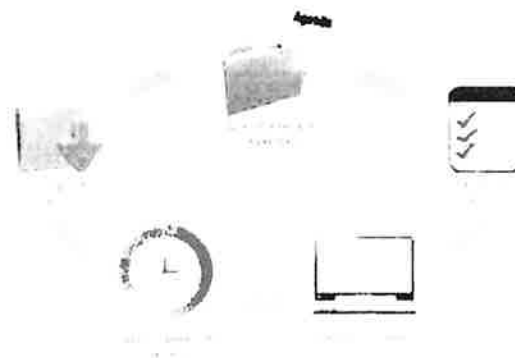
- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes



Legislative Management Suite

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

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

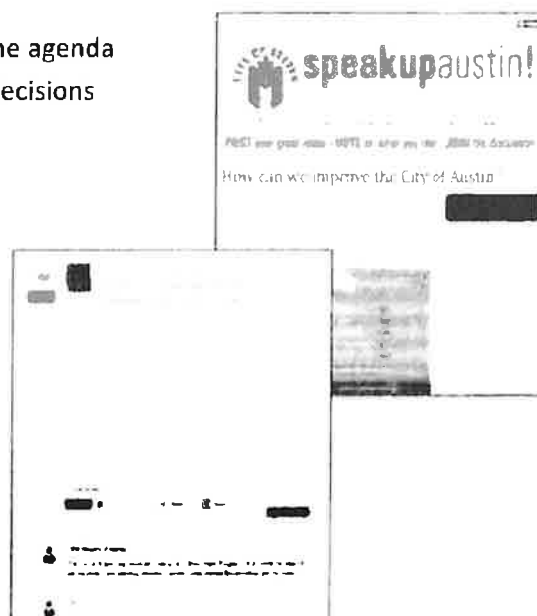


Public Participation

Citizen Participation Suite

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

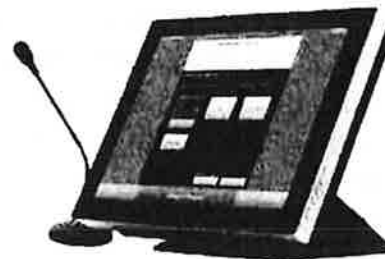
- Easy-to-use online tools to capture citizen ideas
- Utilize online discussions, idea forums, and survey tools to collect feedback on specific projects
- Prioritize key public initiatives
- Receive comments electronically for items on the agenda
- Run detailed reports to make better informed decisions



Electronic Voting and Public Displays (suite add-ons)

This addition to the Meeting Efficiency Suite gives elected officials a new way to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak. View full agendas, supporting materials, the current item, speakers and vote results all from the touch-screen display. Record actions directly from elected members and ensure greater accuracy. Help your audience follow fast-paced meetings with a public display that shows current item, vote results and more.

- Touch-screen displays
- Digital speaker queue
- Vote and roll call automation
- Review paperless agenda packets



- World's most experienced provider of government transparency, citizen participation, meeting efficiency, legislative management, and training management solutions with:
 - Over 900 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen participation services
- Only provider of both government webcasting and training management services
- Access a library of peer-created government media content from over 900 Granicus users
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 99% client retention rating
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/Clients/Case-Studies.aspx>

