



CITY OF HERMOSA BEACH M E M O R A N D U M

DATE: June 11, 2019

TO: Honorable Mayor and Members of the City Council

FROM: Viki Copeland, Finance Director

**SUBJECT: 06/11/19 AGENDA, ITEM 5a - SUPPLEMENTAL INFORMATION FOR
FY 2019-20 BUDGET ADOPTION**

1. Organization Improvements – Summary (Attachment 2):

The “Assistant City Manager” title should be listed as “Deputy City Manager”. The “Senior Management Analyst” reclassification from “Environmental Analyst” was also added to the summary. A revised summary is attached for review.

2. Contract Services:

The Granicus contract, budgeted in the IT department, is considered sole source and should be included with the other service contracts listed in the staff report for consideration and approval with the budget rather than submitting them individually on future agendas.

The City first entered into an agreement with Granicus in 2007. Meeting and Agenda Management, Video Streaming, and Citizen Participation services are all continued services. Closed Captioning services began in March 2019.

3-Year Granicus Subscription Services Cost Summary

Service	FY 2019-20	FY 2020-21	FY 2021-22
Renewing Services: Meeting and Agenda Management, Video Streaming, and Citizen Participation	\$42,150.68	\$42,150.68	\$42,150.68
New Service (since March 2019): Closed Captioning	\$32,500.00	\$32,500.00	\$32,500.00
Annual Cost	\$74,650.68	\$74,650.68	\$74,650.68

For a comparison of the renewing services, the City paid an average annual cost of \$42,752.55 in Fiscal Years 2016–17 and 2017–18. Staff was successful in negotiating rates with Granicus from its initial proposal to slightly decrease the costs of the existing services and maintain the cost for the next 3-years. The contract is attached for review.

Organizational Improvements – Summary

Fiscal Year 2019-20 marks a year of transition as we strive to responsibly and creatively improve the level of service that the City provides our community. While the economy may ebb and flow, demands for many of our services have continued to grow. Over the past several years, in response to our community's needs, the City has added positions ranging from Emergency Management Coordinator and Management Analyst, to Community Services Officers and Public Works Inspector.

Growing demands have come to require a fresh look at the way in which we have customarily provided services to our residents. This has resulted in a need for reflection as a local government, and a review of the organization to determine more efficient and effective methods of service delivery.

Toward this end, in this Preliminary Budget, we are recommending additional staff resources in the areas of city administration, public works and public safety, to reflect Council's goals and help address growing federal, state and regional demands placed on local governments. Additionally, there are other recommended changes and modifications to personnel within the City through reclassifications of personnel to new positions. And in November of this year, voters will consider a local ballot measure seeking to bring professional support to the role of City Clerk by making this an appointed position with accountability to the City Council and City Manager's Department. These organizational changes are critical as we seek to evolve as a professional organization while providing outstanding services sustainably into the future. These changes are further summarized in the Budget Overview and the Personnel Allocation Summary.

Deputy City Manager

In order to continue providing services that residents have grown to expect of their City government, there is a need to expand the capacity and oversight of operations at the City Manager's Department-level. Establishing the Deputy City Manager classification would provide critical support to the City in reaching its ambitious goals toward its strategic vision, while improving the function of management services by allowing the City Manager to focus on bigger picture initiatives, partnerships and capacity building. The Deputy City Manager will report to the City Manager and will provide support on a broad range of activities including:

- Providing oversight of assigned personnel and operations;
- Evaluating and advising the City Manager on various administrative and operational activities and future needs of the City; and
- Implementing and monitoring success of strategic initiatives.

This position will handle many of the operational and day-to-day issues, while the City Manager will carry the duties of a Chief Executive Officer, providing key strategic planning, leadership, and direction. The ACM will provide direct supervision over major

intradepartmental efforts, lead citywide programs and projects that have City Council and community visibility, and will act as the City Manager in the City Manager's absence.

Police Service Officer

This position would provide administrative support in the property management, crime analysis and criminal intelligence, court processing, and planning functions of the property/evidence unit. A 2013 ICMA assessment of PD property/evidence operations and subsequent report supports this request. Since 2013, there has also been a significant increase in the amount of discovery and Public Records Requests at the Department. Research associated with this work, crime scene evidence collection, and compliance measures associated with items previously listed will be key duties of this position.

Assistant Engineers (2)

Demands on the Public Works Department have increased due to the City's various capital improvement projects, resident requests, private development, and increased demands for supervision and coordination with external agencies and utility companies. With new policies and permitting procedures, there is also a growing need to improve and update the City's systems and protocols.

- (1) Assistant Engineer to be funded by the sale of Proposition A Funds
- (1) Assistant Engineer to be funded with Sewer Funds and Non-General Fund CIP accounts.

Public Works Intern (Part-time Temp)

Additional Public Works intern to perform admin duties as assigned @ 20hr/week, including counter, permitting and customer service.

Environmental Programs Manager

This position will replace one of our existing Environmental Analyst positions. Over the years, the scope of reach and level of expertise demanded of this position has grown. The Environmental Programs Manager classification more closely resembles similar roles in other cities, and is appropriate for the increasing level of complexity across the City's various Environmental projects and initiatives. The position would continue the City Council's goals and vision of providing leadership to Environmental Sustainability and ensuring a more livable, sustainable beach city.

Sample duties:

- Manage specific Capital Improvement Projects to ensure consistency w/ the City's Environmental/Sustainability goals;
- Negotiate and administer contracts with public and private entities;
- Grant procurement and administration; and
- Serve as liaison to external agencies.

Senior Management Analyst (Reclassification from Environmental Analyst)

Currently, the Environmental Analyst position focuses on municipal and citywide environmental initiatives, programs, projects, and plans. The City Manager, in assessing the current and future needs of the City, has determined that the Environmental Analyst position should be reclassified to Senior Management Analyst. Doing so would allow the team member serving in this role to work cross-functionally across departments to initiate, support, and/or complete projects and project deliverables. Primary responsibilities would include analyzing and recommending solutions for complex administrative issues related to municipal and citywide initiatives, programs, projects, and plans.

Senior Recreation Coordinator (Reclassification from Recreation Coordinator)

This position will reclassify the current Recreation Coordinator who has been performing various duties of the Senior Recreation Coordinator position since December 16, 2015. The current staff member has been receiving a 10% premium for performing these duties. When the premium expired in the fall of 2016, the former City Manager Tom Bakaly, approved the renewal and advised staff to request a reclassification of the position with the 2017-18 budget since there is a necessity to continue fulfilling these responsibilities. This request has not been approved each year since; therefore, we return at this budget cycle with the duplicate request.

Recreation Coordinator (Two Reclassifications)

The first request would reclassify the current Youth Program Coordinator to Recreation Coordinator. The Youth Programs Coordinator job description is too narrowly focused and does not offer the flexibility that would benefit the Department. Reclassifying the position greatly increases the flexibility of assigning job responsibilities to this position, which will allow for effective distribution of the Department's workload.

The second request would reclassify the current Office Assistant to Recreation Coordinator as the current staff person has increasingly taken on additional responsibilities to accommodate the growing workload of the Department as well as the trickle-down effects of the reclassification of various positions as a result of eliminated positions. This position, as currently defined in its job description, is no longer essential in the Department as it was previously and reclassifying it as a Recreation Coordinator would allow the Department to be more strategic and effective while still maintaining the responsibilities of this position.

Public Works Admin Assistant (Reclassification from Management Analyst)

The recent vacancy in the Management Analyst classification in the Public Works department has provided an opportunity to assess current and future needs of the department. Upon further review of the current duties of this position and evolving department needs, the City Manager has requested to revert this position to its previous classification. The Administrative Assistant position will provide staff assistance of a generalized nature, in addition to a focus in areas of specialty such as budget preparation, grants management, and public services. This position will perform

general research and data compilation, permit processing, report preparation, and will provide counter assistance and general professional administrative support as assigned. These duties are in line with the Administrative Assistant classification and are performed by staff in this position across City departments. Having a qualified Administrative Assistant on staff would help relieve the Director and his/her small team of engineers from personally performing some of these important tasks, therefore allowing for greater efficiencies within the department.

Maintenance II (2)

Promotional opportunity for City Yard staff for two Maintenance II positions from Maintenance I. The Department currently has four staff in the Maintenance I position. Public Works has previously been budgeted for the Maintenance II positions but the positions were replaced with Maintenance I positions after one crewmember retired. The second position was filled after a Maintenance II crewmember was promoted to Crew Supervisor.

Several Maintenance I crewmembers have skill levels that far exceed the Maintenance I criteria. In the past, these position would be filled internally through a performance test and oral interview board comprised of neighboring city supervisors. There has been very little turn over in the operations division of the Department and these promotional opportunities are valued incentive for our entry-level maintenance personnel. Both positions are in the Building Maintenance Division.

Senior Office Assistant (Public Works Yard)

Reclassify current Office Assistant position at the City Yard due to increased duties and responsibilities. The current Office Assistant is an invaluable asset to the Department. She works with current yard staff, training them in the use of office equipment and software, prepares purchase orders including placing orders once the purchase order has been approved. She works with residents and business owners to resolve complaints and problems, prepares payroll for the City Yard staff, and assists the Superintendent with letters and time sensitive emails. The current staff member also maintains the filing system as well as performing other duties that are crucial to the daily operation and workload of the Department. The current Office Assistant position will be vacated after the new position is filled.

Appointed City Clerk Executive

Salary and Benefits beginning 1/1/20 (to be budgeted regardless of ballot measure outcome).

Due to the evolving nature of federal, State and local requirements and increasing complexities within the field of city clerkship, the vast majority of cities have transitioned from an elected clerk to an appointed professional serving as their city clerk. Establishing an appointed professional position would ensure critical accountability and help facilitate more straightforward and effective management.

At its regular meeting of January 22, 2019, City Council further directed staff to prepare a resolution required for placing a ballot question on the November 2019 General Municipal election, asking voters to change the elected City Clerk position to an appointed position. This budget request positions the City to recruit and hire a professional City Clerk in accordance with State law upon expiration of the current elected City Clerk's term (budgeted regardless of ballot measure outcome).

Removal of Elected City Clerk after November Elections

The Elected City Clerk position is on the November 2019 General Election to convert the position to an Appointed City Clerk position to better meet the evolving federal, State, and local requirements and increasing complexities within the field of city clerkship. If approved by voters, the Elected City Clerk will complete her term and the Appointed City Clerk will begin in January 2020.

Removal of Secretary from General Appropriations Division

As part of the budget process, the City Manager's Office evaluated current staffing needs of the front office, including areas of opportunity for ensuring efficiency and effectiveness across our small team. With emerging technologies (website, phone systems, etc.) and the improved efficiencies and reorganization at the Department levels, the Secretary role has been relied on less and less. Unfortunately, in light of the decreased demand for secretarial services, the City can no longer justify a full-time secretarial staff person. Current duties associated with this position will be distributed to existing positions within Human Resources and the City Manager's Office.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF HERMOSA BEACH AND GRANICUS, LLC**

This AGREEMENT is entered into this day of , 2019, by and between the CITY OF HERMOSA BEACH, a general law city a municipal corporation ("CITY") and GRANICUS, LLC, a Minnesota limited liability company d/b/a Granicus ("CONSULTANT").

RECITALS

- A. The CITY desires to hire CONSULTANT to provide it with products and services related to live cast streaming of its public meetings.
- B. The CITY does not have the personnel able and available to perform the services required under this agreement and therefore, the CITY desires to contract for consulting services to accomplish this work.
- C. The CONSULTANT warrants to the CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The CITY desires to contract with the CONSULTANT to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the CITY and the CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the GRANICUS PROPOSAL FOR HERMOSA BEACH, CA, attached as EXHIBIT A to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT a total of \$74,650.68 per year, for CONSULTANT'S services, unless otherwise specified by written amendment to this Agreement. Basic support related to standard Granicus Products and Services is included within the fees paid during each annual term. "Granicus Products and Services" means the products and services made available to CITY pursuant to this Agreement, which include Granicus products and services accessible for use by CITY on a subscription basis ("Software-as-a-Service" or "SaaS"), Basic support for Granicus Products and Services are outlined in the Help Desk Services, attached as Exhibit B and incorporated herein by reference. Granicus professional services, content from

any professional services or other required equipment components or other required hardware, as specified in Exhibit A. CONSULTANT reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse 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 CITY's responsibility to provide applicable exemption certificate(s).

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.
- E. CONSULTANT shall submit to CITY its invoice for annual services itemizing the fees and costs for the July 1, 2019 to June 30, 2020 period, the July 1, 2020 to June 30, 2021 period, and the July 1, 2021 to June 30, 2022 period before the beginning of the annual period.
- F. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received. CITY shall provide CONSULTANT with detailed written notice of any amount(s) CITY reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. CONSULTANT will not exercise its rights to suspend any Granicus Products and Services if CITY has, in good faith, disputed an invoice and is diligently trying to resolve the dispute.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the GRANICUS PROPOSAL FOR HERMOSA BEACH, CA attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

5. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2019 and shall expire on June 30, 2022, unless earlier termination occurs under Section 12 of this Agreement, or this Agreement is extended in writing in advance by both parties.

6. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

7. USE OF GRANICUS PRODUCTS AND SERVICES AND PROPRIETARY RIGHTS.

A. Granicus Products and Services. The Granicus Products and Services are purchased by CITY as a subscription during the terms specified in Exhibit A.

B. Permitted Use. Subject to the terms and conditions of this Agreement, CONSULTANT hereby grants during each term specified in Exhibit A, and CITY hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant term specified in Exhibit A (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable term specified in Exhibit A.

i. Data Sources. Data uploaded into Granicus Products and Services must be brought in from CITY sources (interactions with end users and opt-in contact lists). CITY cannot upload contact information purchased from a third party into Granicus Products and Services without CONSULTANT'S written permission and professional services support for list cleansing.

ii. Passwords. Passwords are not transferable to any third party. CITY is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through CITY's passwords.

iii. Content. can only use Granicus Products and Services to share content that is created by and owned by CITY and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a CONSULTANT subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to CITY, can be removed or limited by CONSULTANT.

1. Disclaimers. Any text, data, graphics, or any other material displayed or published on CITY's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or

intellectual property rights of others. CONSULTANT is not responsible for content migrated by Client or any third party.

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

C. Restrictions. CITY shall not:

- i. Misuse any CONSULTANT resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- ii. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other CONSULTANT customers;
- iii. CITY must not use the Granicus Products and Services in a manner that would cause disruption of service based on unreasonable strain on CONSULTANT'S system or network resources;
- iv. CITY must not use the Services as a door or signpost to another server;
- v. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement;
- vi. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- vii. Use the Granicus Products and Services for any unlawful purposes;
- viii. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- ix. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- x. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

- D. CITY Feedback. CITY assigns to CONSULTANT any suggestion, enhancement, request, recommendation, correction or other feedback provided by CITY relating to the use of the Granicus Products and Services. CONSULTANT may use such submissions as it deems appropriate in its sole discretion.
- E. Reservation of Rights. Subject to the limited rights expressly granted hereunder, CONSULTANT and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to CITY. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

8. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

- A. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- B. Warranties. CONSULTANT warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided “AS IS” and as available.
- C. Disclaimers. EXCEPT AS PROVIDED IN SECTIONS 8.B. ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CITY’S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

9. CONFIDENTIAL INFORMATION.

- A. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information (“Confidential Information”). Confidential Information shall include: (i) Granicus’ Products and Services, (ii) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; and (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.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information

against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

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

- B. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving Party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.
- C. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, CONSULTANT must be notified in writing, in advance of the storage or sending. Should CITY provide such notice, CITY must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by CITY. CITY is ultimately accountable for the security and privacy of data held by CONSULTANT on its behalf.
- D. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. CITY understands and agrees that it may not always be possible to completely remove or delete all personal data from CONSULTANT'S databases without some residual data because of backups and for other reasons.

10. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

11. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

12. TERMINATION.

- A. Except as otherwise provided, CITY and CONSULTANT may terminate this Agreement at any time with or without cause upon at least ninety (90) days' notice except that CITY shall only be required to provide at least thirty (30) days' notice for termination of the Citizen Participation Suite service identified in Exhibit A. All other services identified in Exhibit A shall require at least ninety (90) days' notice of termination. Notice of termination shall be in writing.
- B. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination. Any unused portion of the fee CITY paid to CONSULTANT shall be refunded to CITY.
- C. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

13. INDEMNIFICATION.

- A. Each party (Indemnitor) shall indemnify, defend with counsel approved by the other party (Indemnatee), and hold harmless Indemnatee, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of Indemnatee's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the Indemnatee. Should Indemnatee in its sole discretion find Indemnitor's legal counsel unacceptable, then Indemnitor shall reimburse the Indemnatee its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Indemnitor shall promptly pay any final judgment rendered against the Indemnatee (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or

qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. LIMITATION OF LIABILITY.

A. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, CONSULTANT SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CITY DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND CONSULTANT' REASONABLE CONTROL, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE RELATED LOSSES OR DAMAGES. CITY SHALL NOT BE LIABLE FOR ANY MATTER BEYOND CITY'S REASONABLE CONTROL, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE RELATED LOSSES OR DAMAGES.

B. LIMITATION OF LIABILITY. IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CITY FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CITY'S PAYMENT OBLIGATIONS UNDER SECTION 1 ABOVE.

15. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

16. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance,

bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

17. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining solely to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

18. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

19. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT'S own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 1. Workers Compensation Insurance as required by law. The CONSULTANT shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY.
 - 2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed

under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Should CONSULTANT own any vehicles used for activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, it shall also procure such coverage for owned vehicles.
4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY. Each general liability and automobile liability policy shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be included as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 12 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon the CONSULTANT'S failure or refusal to do so

in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

20. USE OF OTHER SUBCONTRACTORS. CONSULTANT must obtain CITY's prior written approval to use any subcontractors while performing any portion of this Agreement. Such approval must include approval of the proposed subcontractor and the terms of compensation.

21. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation, solely, to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services, except in cases of damages to CONSULTANT directly caused by acts of negligence, errors, or omissions, or violations of Section 9 of this Agreement, by CITY. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the CONSULTANT, its employees, sub-consultants and agents.

22. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the CITY's review of the CONSULTANT'S report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the CITY may deduct the cost of such correction from any retention amount held by the CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

23. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

24. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Suja Lowenthal	Granicus 408 St. Peter Street, Suite 600 Saint Paul, MN 55102 ATTN: Contracts

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

25. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

26. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

27. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

28. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

29. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

30. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

31. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

32. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

33. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

34. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

35. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

36. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the CITY shall retain ownership of all documents and other work product provided by CITY.

37. DISCLOSURE REQUIRED. (CITY and CONSULTANT initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "consultant" for the purposes of the California Political Reform Act because CONSULTANT's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a) (2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by the CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT's disclosure obligations in accordance with the CITY's Conflict of Interest Code.

CITY Initials _____
CONSULTANT Initials 
OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "consultant" for the purpose of the California Political Reform Act because CONSULTANT's duties and responsibilities are not within the scope of the definition

of CONSULTANT in Fair Political Practice Commission Regulation 18701(a) (2) (A) and is otherwise not serving in staff capacity in accordance with the CITY's Conflict of Interest Code.

CITY Initials _____

CONSULTANT Initials DK

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

CONSULTANT

MAYOR

By: *Dawn Kubat* TITLE VP of Legal

ATTEST:

Elaine Doerfling, City Clerk

41-1941088

Taxpayer ID No.

APPROVED AS TO FORM:

Michael Jenkins , City Attorney

Granicus Proposal for Hermosa Beach, CA

Granicus Contact

Name: Brendan Stierman**Phone:** 651-379-6218**Email:** brendan.stierman@granicus.com

Proposal Details

Quote Number: Q-60366**Prepared On:** 3/15/2019**Valid Through:** 6/30/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)**Currency:** USD**Period of Performance:** 7/1/2019 - 6/30/2020**Contract End Date:** 6/30/2022

Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Government Transparency Suite	Annual	1 Each	\$10,837.80
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,273.08
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$2,472.00
Meeting Efficiency Suite	Annual	1 Each	\$10,837.80
Legistar	Annual	1 Each	\$9,930.00
Citizen Participation Suite	Annual	1 Each	\$5,000.00
Performance Accelerator Suite	Annual	1 Each	\$1,800.00
Recurring Captioning Services	Annual	250 Hours	\$32,500.00
SUBTOTAL:			\$74,650.68

Remaining Period(s)		
Solution(s)	7/1/2020 - 6/30/2021	7/1/2021 - 6/30/2022
Government Transparency Suite	\$10,837.80	\$10,837.80
Open Platform Suite	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,273.08	\$1,273.08
VoteCast Standard Package (Tablet) (ME)	\$2,472.00	\$2,472.00
Meeting Efficiency Suite	\$10,837.80	\$10,837.80
Legistar	\$9,930.00	\$9,930.00
Citizen Participation Suite	\$5,000.00	\$5,000.00
Performance Accelerator Suite	\$1,800.00	\$1,800.00
Recurring Captioning Services	\$32,500.00	\$32,500.00
SUBTOTAL:	\$74,650.68	\$74,650.68

Product Descriptions

Name	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, indexing of event, creation of minutes.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
VoteCast Standard Package (Tablet) (ME)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room

Product Descriptions

Name	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to one Granicus platform site • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • One MS Word or HTML minutes template (additional templates can be purchased if needed)
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire Legislative process of the clerk's office. By leveraging Legistar, the client will be able to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Configuration services for one meeting body\type • One Legistar database • One InSite web portal • Design services for one agenda report template • Design services for one minute's report template

Product Descriptions

Name	Description
Citizen Participation Suite	<p>The Granicus Citizen Participation suite provides the ability to involve the community throughout the legislative process and produce better outcomes. The Citizen Participation suite also reduces staff time by providing the ability to effortlessly collect, manage, and prioritize citizen input. The software provides a convenient way for citizens to voice their feedback and participate online. Granicus Citizen Participation includes:</p> <ul style="list-style-type: none"> • Unlimited user signup • SpeakUp tool • eComment tool • Ability for citizens to sign up and participate in online projects, discussions, forums, ideas, surveys, and meetings • Spam protection through CAPTCHA • Profanity filters • Role permissions for administrators • Idea module • Discussion module • Forum module • Projects module • Survey module • Meetings module • Reporting on a module by module basis • Ability to request, speak, or comment on agenda items
Performance Accelerator Suite	<p>Performance Accelerator Suite provides the ability to utilize the performance accelerator within a network. Requires Performance Accelerator or Virtual Performance Accelerator to distribute video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.</p>
Recurring Captioning Services	<p>Live closed captioning.</p> <ul style="list-style-type: none"> • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.

Terms and Conditions

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Hermosa Beach, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-60366 dated 3/15/2019 are incorporated into this Purchase Order by reference.
- Hermosa Beach, CA is eligible to receive up to five (5) two-day passes to the 2020 Granicus National Summit, valued at \$299.00 each. The Granicus National Summit is the premiere user conference for public sector professionals across federal, state, and local government. Attendees will be provided with hands-on training led by Granicus subject matter experts, as well as opportunities to learn and network with peers and leaders in government.

Granicus Video

A complete video solution for government

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

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

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

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

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



Live event
streaming



Archive videos with
unlimited storage



Searchable, indexed
content



Publish a complete
public record



Closed captioning
add-on for ADA
compliance



Reports to analyze
public participation



Customize the entire legislative and agenda management workflow

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

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

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

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



Eliminate manual workflows



Automate a customizable legislative workflow



Automate agenda material compilation and approval



Integration to manage documents with Microsoft Word



Track progress and generate reports



Unlimited workflow sequences, users and records



Minutes

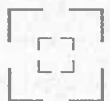
Modernize and simplify meeting minutes creation

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

With content 75-80% complete at the time the meeting ends, Minutes saves

staff countless hours in their post-meeting workflow.

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



Digitally capture meeting content



Record motions, votes and notes



Save time in post-meeting workflow



Finalize minutes in Microsoft Word



Publish PDF or HTML minutes

Help Desk Services

Granicus will provide complete help desk support for administrators and customers of the Granicus Solutions. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone.

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe)

Emergency Support is available 24/7

Please submit support requests via:

- Portal: support.granicus.com
- Email: support@granicus.com
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

Subscriber Support Only for govDelivery Communications Cloud

- Portal: subscriberhelp.granicus.com
- Email: subscriberhelp@granicus.com
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

COMMUNICATION SERVICE LEVEL AGREEMENT

Granicus response to support and service requests will be based on three (3) Severity Levels:

Severity Level	Description	Examples	Initial Customer Response Time
Level 1	Emergency. Incident represents a total outage; the product is unavailable or not accessible for use	<ul style="list-style-type: none"> • govDelivery's admin.govdelivery.com is down or all sending is significantly delayed • govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware • govAccess website is unreachable by public users 	Within one (1) hour of notification by the customer of occurrence
Level 2	Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	<ul style="list-style-type: none"> • govDelivery PageWatch sending is delayed by more than 20-30 minutes, sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers • Site operational but govMeetings modular functionality is non-operational • Customer's auto-sender via the Civica website isn't working but emails can be sent manually • govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code 	Within four (4) hours of notification by the customer of occurrence

Level 3	Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	<ul style="list-style-type: none"> govDelivery system not connecting to social media, single customer app/feature help, or database requests govMeetings system files won't upload, or text not rendering govAccess website works but there are problems with presentation 	Within one (1) business day of notification by the customer of occurrence
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Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

AVAILABILITY

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

Downtime is defined as any time that the Granicus Solutions services are unavailable. A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances
 - Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.
- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

SCHEDULED MAINTENANCE

govDelivery. Scheduled maintenance typically occurs every thirty (30) days with average downtime required being less than thirty (30) minutes. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not typically exceed twenty (20) hours.

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

govAccess. Scheduled maintenance will take place between 11:00 am – 4:00 am ET every Monday.

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

HARDWARE REPLACEMENT

For hardware issues requiring replacement (where applicable), Granicus shall respond to the request made by the customer within one (1) business day. Hardware service repair or replacement will occur within four (4) business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the customer informed regarding the time frame and progress of the repairs or replacements.