



City of Grand Island

Tuesday, March 22, 2011

Council Session

Item G11

#2011-73 - Approving Agreement with Granicus, Inc. for Live Streaming/Video Archive

Staff Contact: Shannon Oster, Assistant to the City Administrator

Council Agenda Memo

From: Wendy Meyer-Jerke, Public Information Officer

Meeting: March 22, 2011

Subject: Approving Service Agreement with Granicus, Inc. for Live Streaming/Video Archive

Item #'s: G-11

Presenter(s): Wendy Meyer-Jerke, Public Information Officer
Shannon Oster, Assistant to the City Administrator

Background

Grand Island Television (GITV) was started in 1993 and is a Public Educational Governmental (PEG) station. Currently through the Cable Franchise Agreement GITV broadcasts on Charter Communications Channels 6 and 12 and is also available on analog Channel 56. Citizens who have DIRECTV cannot get GITV. GITV has been broadcasting City Council meetings live for over a decade. Today GITV also rebroadcasts several community meetings including the Citizen Review Committee, Grand Island Public School Board meetings, and Hall County Board of Supervisors meetings.

GITV also produces several recurring educational and informational segments. Each month on "City Matters," studio interviews are done with city staff on important matters that are taking place within the City of Grand Island on topics that matter to the citizens. In addition, "On the Job" segments feature a city employee and takes viewers on an inside look at the jobs at the City of Grand Island and why they are important to our citizens and community. "Community Connections" are on topics that are intended to keep citizens connected to their community either through education, non-profit work or services available, or community events taking place. The monthly "Inside Education" piece gives insight to viewers on the latest happenings in our public school system. GITV also produces other educational and informational pieces that would be streamed lived and archived including recruitment videos for police and fire, the wastewater treatment plant tour, and State Fair pieces.

In an attempt to reach a larger audience and create another alternative for citizens to easily acquire City of Grand Island and community information, city staff has researched

the option of live video streaming GITV for several years. The funding for this project was in the 2009-10 Budget, but funding reductions required that the project be postponed.

The current GITV video streaming and archive system that is offered to citizens is hosted by the City of Grand Island and has several limitations. The current system only offers minimal programming to only a few viewers at a time and has no live streaming capabilities. Furthermore, the recent City Council meetings and the limited GITV segments that are available to the public on the City's web site is only available for review for a short time period. The number of meetings and segments on the City's web site is dependent on the size of each file and the network capabilities. If someone wants to see an older video from a meeting that is not online anymore, they must request a DVD, and then the GITV Technician needs to pull that file and burn the DVD.

Discussion

The service agreement with Granicus, Inc. will provide the City with the ability to stream GITV Channel 6 and 56 live and on demand through the internet, which means the web content will mirror what is being aired at the current time over the air on those channels. Streaming gives anyone with an internet connection the ability to watch live and post production videos from home, at work, or anywhere in the world. This will give GITV the opportunity to reach a bigger, untapped audience, of the homes of citizens who may have an internet connection but not have analog television or Charter Communications. Currently Granicus, Inc. works with over 700 government agencies to offer this type of service and offers phone support 24 hours a day, 7 days a week, 365 days a year.

Benefits of implementing this system will be in the form of hosting, maintenance, archival space, live streaming, and on demand service through an alternate medium than what is currently offered. This proposed system has been specifically designed to support the masses and enables a large archival system with no size limitations. With Granicus, there is unlimited storage of video content, which means that the public will have access to archived City Council meetings and recurring GITV pieces since the implementation of this proposed service if so desired by the City. The Granicus system also provides a community content library of their other clients so GITV will have the ability to pull content from other municipalities and use as content on GITV. Granicus will host this system; therefore the City of Grand Island will no longer need to worry about network limitations or the maintenance and security of archived GITV video.

A great feature of this system is that when City Council meetings are being streamed live the agenda is displayed with the video, so the viewer can easily follow along with the meeting. After each City Council meeting the video is "indexed" with each agenda item. Indexing means that the video is time stamped for every item on the agenda, so a user can easily navigate to a specific item. City Council meeting videos will also have a keyword search function based off the agenda items, so a user will easily be able to find the agenda and related video to an item of interest. Right now City Council meetings that are recorded by GITV are not searchable according to topic so viewers who want to find out

what particular discussion occurred on a certain item have a hard time using the current web site archive system to do so.

Live video streaming of City Council meetings and GITV programs will enhance the City's transparency and improve the ability of citizens to easily access local government. Not only will this improve accessibility and support open government, it will be a better user experience than currently available. In addition, it will give citizens the opportunity to engage in city government and gain more awareness of the City's web site and other possible online uses.

The service agreement with Granicus, Inc. is for a term of 18 months and renewable for three one year terms. The upfront cost is \$5,125, with a monthly cost of \$177. Even though this is viewed to be a discretionary investment, the staff believes it has great value of convenience and open government. City Council direction is sought to determine if the improvement of this city service is deemed appropriate to move forward with.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve this live streaming/video archive agreement with Granicus, Inc.

Sample Motion

Move to approve the live streaming/video archive agreement with Granicus, Inc.

Example images of what Granicus, Inc Services will look like:

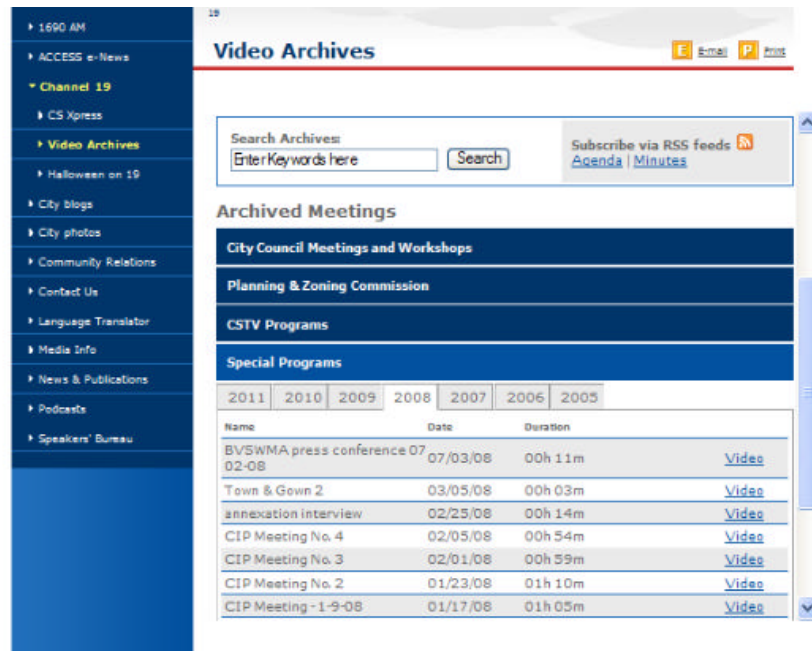
Example of video/agenda view:

This is an example of what a meeting video will look like to viewers. The agenda is immediately below. Post production videos with have agenda items time stamped, so a viewer can click on an agenda item and the video will go to that portion of the meeting.



This is an example of how archived videos will appear on the City's web site. Videos will be sorted into sections by programs or meetings, and then by year in chronological order.

Also of note is the keyword search at the top of the screen. Keyword search will search the agenda associated with each video.



GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "**Agreement**"), dated as of March 8, 2011 (the "**Effective Date**"), is entered into between Granicus, Inc. ("**Granicus**"), a California Corporation, and the City of Grand Island (the "**Client**").

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

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein, to facilitate streaming and distribution of live and archived digital media content, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

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

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, Professional Services, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A.

2. GRANT OF LICENSE.

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

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

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

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

3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibit A.

3.2 Monthly billing for Managed Services shall begin forty-five (45) days after the receipt of a fully executed Agreement or the receipt of a purchase order for the up-front costs, whichever occurs first, as agreed upon in Exhibit A.

3.3 Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice, provided that Client agrees to pay the Managed Services Fee to Granicus on a monthly basis, no later than the first day of each month in advance of services. Granicus, Inc. shall send all invoices to:

Name: Norma Hernandez
Title: Administration Receptionist
Address:
City of Grand Island
PO Box 1968
Grand Island, NE 68802-1968

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

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

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

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

3.6 Additions. Granicus, at its' sole discretion, may add features or functionality to existing product suite bundles for various reasons, including to enhance Granicus' offerings, or improve user satisfaction. During the initial period of this Agreement, the customer understands

that the use of these additional products is included in the originally agreed upon monthly managed services fees.

At contract renewal, the customer acknowledges that this added functionality may have additional monthly managed service charges associated with it and that monthly managed services rates on renewals may have a higher rate than preceding years.

4. CONTENT PROVIDED TO GRANICUS

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

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

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

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

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

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

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental,

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

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

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

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

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

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for eighteen (18) months after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party

notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

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

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

(b) Client has the right to keep any purchased hardware, provided that Client removes and/or uninstalls any Granicus Software on such hardware. However, if Client has received hardware as part of a Granicus Open Platform Suite solution ("Open Platform Hardware"), Client understands that upon termination of this Agreement, Client shall immediately return the Open Platform Hardware to Granicus, Inc. The Open Platform Hardware must be returned within fifteen (15) days of termination, and must be in substantially the same condition as when originally shipped, subject only to normal wear and tear; and

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

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

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

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

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

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

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

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

possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement.

10. MISCELLANEOUS.

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

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

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

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

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

11.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

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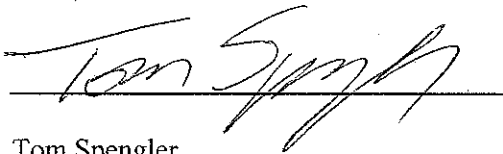
This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Exhibit A: Proposal
Exhibit B: Support Information
Exhibit C: Hardware Exhibit
Exhibit D: Trademark Information
Exhibit E: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: _____



Tom Spengler

Its: Chief Executive Officer

Address:

568 Howard Street, Suite 300
San Francisco, CA 94105

CITY OF GRAND ISLAND

By: _____

Name: Jay Vavricek

Its: Mayor

Address:

City Hall, 100 East 1st Street
Grand Island, NE 68801

Date: _____

EXHIBIT A

PROPOSAL

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



Granicus Proposal to the City of Grand Island

2-18-2011

Dear Shannon,

Thank you for considering Granicus. It has been a pleasure to learn about the unique needs of the City of Grand Island. We look forward to establishing a rewarding, long-term relationship with you.

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

Nearly 700 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 new ways. We hope that you enjoy being part of the Granicus client family.

If I or any other member of the Granicus team can be of further assistance, please contact me at 214-771-2537.

Most Sincerely,

Michelle Cooper
Software Sales Executive
Granicus, Inc.



Your Needs

- Live and On-Demand Streaming and Storage of Public Meetings
- Search ability
- Easy User Experience
- Live player
- Hosting & Distribution of Content
- Sectioned View Page

Proposed Solution

Granicus® Open Platform

The Granicus® Open Platform allows you to stream an unlimited number of meetings and events online. Publish all your content online with indefinite retention schedules. Rely on the Open Platform's Unified Encoder to give you unlimited bandwidth, storage, and intelligent routing. You can also access a library of community content and start publishing videos immediately. Finally, leverage an open architecture and connect in-house or third-party solutions to Granicus.

- Stream unlimited meeting bodies and events
- Indefinite retention schedules
- Intelligent media routing
- Open architecture and SDK
- Community content library
- Sectioned View Page
- Key Word Search



Pricing Table

Item	Up Front Cost	Monthly Cost
Open Platform, Base Suite without hardware	\$0.00	\$150.00
Unified Encoder	\$3,500.00	\$0.00
Sectioned View Page	\$900.00	\$27.00
Live Player	\$600.00	\$0.00
Keyword Search	\$0.00	\$0.00
Shipping	\$125.00	\$0.00
Grand Total	\$5,125.00	\$177.00

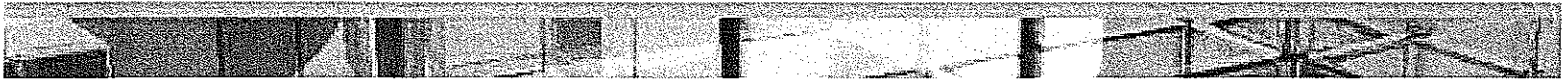
Unified Encoder sold separately from Open Platform but included in proposed solution.

- All suites require the Granicus Open Platform
- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality.
- This proposal expires on 10/31/2011.



Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, legislative management, and training management solutions with:
 - Nearly 800 clients in all 50 states, at every level of government
 - Over 24,000,000 webcasts viewed
 - More than 190,000 government meetings online
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Flexible payment terms
- Certified Integrations provide flexibility and choice of best-of-breed 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 700 Granicus users
- 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>



Future Possibilities

Government Transparency Suite

The Government Transparency Suite gives your citizens access to public meetings and records online. Take the next step towards greater transparency and link related documents to your video, offer your full agenda packet, and provide keyword searching of archives. Reach a broader audience through downloadable formats (MP3, MP4) compatible with mobile devices. Granicus' reporting tools give you a detailed analysis of visitor statistics to help you better understand viewership trends.

- Publish agenda packets with video
- Link relevant materials
- Index videos live
- Offer downloadable formats (MP3 & MP4)
- Custom player and view page

Citizen Participation Suite

The Citizen Participation Suite allows you to collect feedback from citizens on specific items tied to upcoming meetings. Reduce the administrative overhead of collecting, organizing, and managing citizen feedback. Automatically produce and distribute a consolidated report of comments to help elected members better understand the opinions of citizens before making policy decisions.

- Online comment form with related documents
- Website integration
- Get text and video comments on agenda items
- Build and distribute a consolidated report
- Agenda integration

Meeting Efficiency Suite

The Meeting Efficiency Suite is an automated 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™.

- 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 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. Record actions directly from elected members and ensure greater accuracy. Through this Suite you can seamlessly integrate with agenda solutions already in place. 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
- Paperless agenda packets
- Agenda Management integration connector

Training Management Suite

The Training Management Suite is an easy way to create, manage, and deliver online video training for staff and citizens. Web-based access allows you to manage and update content anywhere, at anytime. Synchronize video with course materials including documents, graphics, or presentations. Comply with state and federal training mandates through exam certifications and result tracking. Integrate with Learning Management Systems (LMS) and Enterprise Resource Planning (ERP) solutions.

- Trainee portal and transcript tracking
- Training course and exam builder
- Export training results
- Create certificates of completion
- API integrations

Closed Captioning Services

Engage new audiences and support ADA (Americans with Disabilities Act) compliance with closed captioning for your meetings. Give your audience greater accessibility and allow them to search archives for any word spoken during the meeting. Captions can be recorded in real-time or added to archive meetings.

Transcription Services

Produce a complete, word-for-word transcript and give the public a written account of your meeting. Transcripts can be attached to archived videos and published online as supporting documentation. This service is available for archived meetings only.

Minutes Annotation Services

Let Granicus help you complete and produce your meeting minutes. Stay consistent with your previously published minutes documents and choose your preferred format: action, summary, or verbatim. Minutes can be delivered as Word or PDF documents and published your website. This service includes post-meeting video trimming and time stamping.

**Indexing and Publishing**

For organizations short on staff or resources, allow Granicus to index and publish media content for you. Events will be setup and recorded in MediaManager. Once a meeting is complete, your archive is trimmed, time stamped to create easy to navigate jump to points, and published online.

Advanced Encoding Services

Encoding services allow our clients with existing media recordings to have files re-encoded into Granicus' preferred formats (WMV or WMA). Recordings will be trimmed and uploaded into your specified folder in MediaManager. Granicus will accept files in various formats including VHS, DVD, CD, Dv Cam, HDV, Beta SP, Beta SX, most digital files, audio cassettes, and more.

Mobile Encoder

Involve citizens in meetings or special events that are held off-site or in hard-to-reach locations over the Web with Mobile Encoder. Simply connect your existing audio/video source to a laptop computer and stream the event to your website live or on-demand, with or without an Internet connection. Index in real-time and run the event like any other Granicus meeting.

U-Verse Encoder

Increase your citizen outreach with a single piece of hardware designed to connect public, educational, and government access (PEG) programming to AT&T's U-verse Internet Protocol (IP)-based video network. Granicus Outcast Encoder supports both webcasting and the AT&T U-verse system to help you get more value from one appliance. This encoder digitally converts, manages, and transmits your video signal to an IPTV-based U-verse network in a digital broadcast format.

Public Display

Help your audience follow fast-paced meetings. Display live meeting actions including current agenda item, vote results, and speakers over large monitors both inside and outside the meeting chambers. Push this information to the Web or display results on TV through your cable feed.

Performance Accelerator

This network performance tool allows you to distribute hundreds of simultaneous on-site streams with minimal network impact. Get enterprise class on-site storage and distribution of your video content. This system was designed, architected, and tested for high-performance needs to help you avoid single points of failure.

Advanced Website Integration

Website integrations are customized to match the look and feel of your website. Granicus offers multiple options to give you the results you want. From sectioned view pages organized by meeting bodies, to a listing of original programming organized by content, Granicus will design and create pages to help you better manage your online media.



Implementation Timeline

We can typically get your organization live with its new Granicus solution within 45 days of receiving your Purchase Order or Signed Service Agreement. At this point, we consider your deployment in progress and will schedule a Kickoff Call with key players at your organization and Granicus. You can follow your agency's progress 24x7 with our online deployment tracker tool, helping you stay on schedule for your next big milestone. We know how exciting it can be to get your Granicus solution up and running, so to help things run quickly and smoothly it's important that resources are allocated for at your agency. Granicus is dedicated to ensuring that your deployment stays on track and meets your needs.

Next Steps

- Determine Project Timeline
- Determine Purchase Type
- Fund the Project
- Get Project Approval
- Collaborate on Contract Terms

EXHIBIT B

SUPPORT INFORMATION

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

(a) **Mailing Address.** Mail may be sent to the support staff at Granicus headquarters, located at 568 Howard Street, Suite 300, San Francisco, California, 94105.

(b) **Telephone Numbers.** Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 655-2400 from 8:00 AM to 7:00 PM Pacific time. After hours or in case of a technical support emergency, the support staff may be reached at (415) 655-2414, twenty-four (24) hours a day, seven (7) days a week.

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

2. **Recognized Client Representatives.** Granicus strives to provide unparalleled support to its Clients by ensuring that Client staff is properly educated and is prepared to maximize its Granicus Solution. Any Client Representative who wishes to participate and receive Granicus customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a Client Representative completes the training, that Representative will be recognized in Granicus' internal system as qualified to receive support and ongoing education services. All Client Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. **Support Policy.** When Granicus received notification of an issue from Client, a Granicus account manager or technical support engineer will respond directly to the Client via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus receives the Client's call or e-mail notifying Granicus of an issue or the documented time that Granicus notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. **Scheduled Maintenance.** Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

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

parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

5.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

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

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

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

[End of Support Information]

EXHIBIT C

GRANICUS, INC.

HARDWARE EXHIBIT

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

1. **Purchase Price.** The purchase price for the Hardware shall be the price specified in the Proposal.
2. **Title and Delivery.** Any scheduled ship date quoted is approximate and not the essence of this exhibit. Delivery is F.O.B. Granicus' point of shipment. Granicus will select the shipment method unless otherwise mutually agreed in writing. The risk of loss passes to Client upon delivery to the carrier at Granicus' point of shipment. Granicus retains title to the Hardware until Granicus has received payment in full of all sums due pursuant to this exhibit. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. **Acceptance.** Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within twenty-five (25) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. **Hardware Warranty.** Granicus will provide to Client any warranty provided by the manufacturer with respect to the Hardware. Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials as long as such Hardware is then under the manufacturer's warranty.
5. **Service Response Time.** For hardware issues requiring replacement, Granicus shall respond (via written or verbal acknowledgment) to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of the request by the Client, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus or its Representatives access to the Hardware for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the time frame and progress of the repairs or replacements.
6. **Use of Non-Approved Hardware.** The Granicus platform is designed and rigorously tested based on Granicus-approved hardware. In order to provide the highest level of support, we recommend including Granicus-approved hardware in your solution. However, Granicus does afford clients with the option of utilizing their own hardware, providing that there is successful validation by Granicus technical staff. While it is Granicus' intention to provide clients that use their own hardware with the same level of customer care and continuous software upgrades, this level of service is not guaranteed.
7. **DISCLAIMER OF WARRANTIES.** NOTWITHSTANDING THE MAINTENANCE PROVIDED UNDER SECTION 4 ABOVE, THE SOLE WARRANTY ON THE HARDWARE IS ANY MANUFACTURER'S WARRANTY AS PROVIDED IN SECTION 1 ABOVE, AND GRANICUS DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF

MERCHANTABILITY AND AGAINST INFRINGEMENT, WITH RESPECT TO THE HARDWARE. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF GRANICUS.

8. **LIMITATION OF LIABILITY.** GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.

[end of Hardware Exhibit]

EXHIBIT D

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus®

MediaVault®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

Client Trademarks

EXHIBIT E

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

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

- Option 1: Video files on DVR and a compact disc (CD) that contains the index and clip name data in CSV or XML format will be created and sent to the Client. This option may result in an additional charge to Client.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content from the MediaVault in CSV or XML format. This option shall be provided free of charge.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.

RESOLUTION 2011-73

WHEREAS, the City of Grand Island broadcasts City Council meetings live and produces several recurring educational and informational segments, which residents can watch on Charter Communication Channels 6 and 12, and analog Channel 56; and

WHEREAS, live and on demand video streaming of City Council meetings and GITV programming will reach a larger audience and create another alternative for citizens to easily acquire City of Grand Island and community information; and

WHEREAS, the services provided by Granicus, Inc. will improve accessibility, transparency, and be responsive to the different needs of citizens; and

WHEREAS, the term of the agreement is 18 months and renewable for three one year terms, with an upfront cost of \$5,125 and a monthly cost of \$177, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the service agreement between the City of Grand Island and Granicus, Inc. is approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk