

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and GRANICUS, INC. ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from July 1, 2016 until June 30, 2018, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured. City shall have the option to extend the term of this agreement for an additional two years on the same terms and rates as shown in Exhibit A for the additional period. The City may exercise this option by notifying the Consultant.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$81,000.00. There will be a one-time upfront cost for new equipment and software regarding the SDI Encoder Upgrade – Dell Encoder.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

6. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Recorder

To Consultant:

Granicus, Inc.
600 Harrison Street, Ste. 120
San Francisco, CA 94107

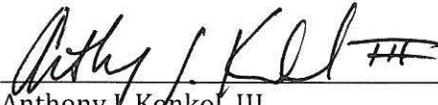
Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 6th day of July, 2016.

CITY OF OREGON CITY

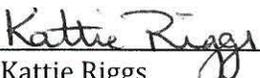
GRANICUS, INC.

By: 
Anthony J. Konkol, III
Title: City Manager

By: _____
Title: _____

DATED: 7-6, 2016.

DATED: _____, 20__.

By: 
Kattie Riggs
Title: City Recorder

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
City Attorney

To the City:

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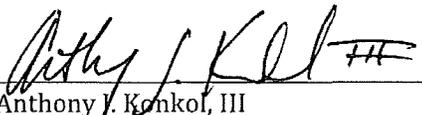
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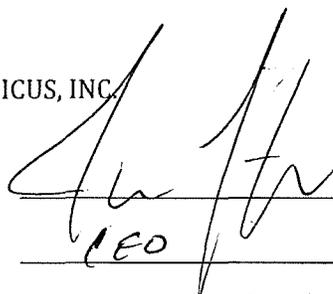
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CITY OF OREGON CITY

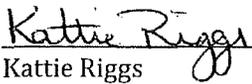
GRANICUS, INC.

By: 
Anthony J. Konkol, III
Title: City Manager

By: 
Title: CEO

DATED: 7-6, 2016

DATED: 7-11, 2016

By: 
Kattie Riggs
Title: City Recorder

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
City Attorney

Software as a Service			
Name	Qty	Unit (Monthly)	Total (Monthly)
Boards and Commissions	1.0 Suite	\$300.00	\$300.00
Granicus Encoding Appliance Software	1.0 Suite	\$100.00	\$100.00
Total Software Monthly Cost:			\$400.00

Hardware			
Name	Qty	Unit (Upfront)	Total (Upfront)
Granicus Encoding Appliance Hardware	1.0 Unit(s)	\$2,100.00	\$2,100.00
Shipping - Large Item	1.0 Unit(s)	\$125.00	\$125.00
Total Hardware Upfront:			\$2,225.00

Professional Services			
Name	Qty	Unit (Upfront)	Total (Upfront)
Granicus Encoder Rack Mounting	1.0 Service(s)	\$100.00	\$100.00
Encoding Appliance Hardware Configuration - (GT)	1.0 Template(s)	\$875.00	\$875.00
Total Services Upfront:			\$975.00

Existing Software as a Service Solution			
Name	Qty	Unit (Monthly)	Total (Monthly)
Monthly Managed Service: Basic	1.0 Suite	\$1,515.00	\$1,515.00
Monthly Managed Service: Voting System Upgrade	1.0 Suite	\$364.47	\$364.47
Monthly Managed Service: Open Platform	1.0 Package	\$350.00	\$350.00
Monthly Managed Service: Legislative Management Suite	1.0 Suite	\$680.00	\$680.00
Total Existing :			\$2,909.47

Total New Solution Upfront Cost:	\$3,200.00
Total New Solution Monthly Cost:	\$400.00
Added Solution Cost for 7/1/2016 - 6/30/2017	\$4,800.00
Promotion for Added Solution Cost for 7/1/2016 - 6/30/2017	(\$2,400.00)

Existing Solution Cost for 7/1/2016 - 6/30/2017:	\$34,913.64
Total Investment: new monthly w/ promotion + upfront + existing service 7/1/16-6/30/17:	\$40,513.64



Oregon City - Boards and Commissions + SDI Encoder Upgrade

PRESENTED BY: Nick Nolen, Granicus

PRESENTED TO: Oregon City

DELIVERED ON: June 03, 2016

Pricing Breakdown for your Solution

Software as a Service			
Name	Qty	Unit (Monthly)	Total (Monthly)
Boards and Commissions	1.0 Package	\$300.00	\$300.00
Granicus Encoding Appliance Software - (GT)	1.0 Package	\$100.00	\$100.00
Total Software Monthly Cost:			\$400.00

Hardware			
Name	Qty	Unit (Upfront)	Total (Upfront)
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Shipping - Large Item	1.0	\$125.00	\$125.00
Total Hardware Upfront:			\$2,225.00

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Total Services Upfront:			\$975.00

Total Upfront Cost:	\$3,200.00
Total Monthly Cost:	\$400.00

All currency is in US dollars*

Boards & Commissions

The Boards and Commissions app is designed to help government agencies easily manage government body appointments, vacancies, and citizen applications online. Now, the public can easily see what boards and commissions exist and take the opportunity to apply for open seats quickly from the web.

Traditionally, applying for boards and commissions is a paper-heavy and labor intensive process involving a lot of emails, phone calls, public notices, multiple systems and ongoing coordination throughout the year for governing bodies. This application simplifies the entire administrative process with online appointment workflows. There are even automated email form letters, and website widget builders to save time in the recruitment process.

Some of the key features it includes:

- Easily publish and promote open vacancies on their website and across social networks
- Customize and design your citizen application template and leverage a seamless integration to any government website
- Filter and qualify applicants using simple and effective search tools
- Auto-generate communications and follow up for all steps of the application & appointment process
- Intelligent dashboard for monitoring terms and vacancies with built in alert system
- Integrates seamlessly with Granicus' Legislative Management toolset



A Granicus Boards & Commissions implementation consists of three phases. The tasks in the first phase rely heavily on the collection and delivery of various data from the customer. In the second phase, the ownership of tasks shifts to Granicus, as this is the stage where the data provided by the customer is used to install and configure the actual Boards & Commissions application. The third and final phase consists of a joint collaboration between the customer and Granicus to validate the various Boards & Commissions configurations, and to introduce the available training and customer care resources.

Timeline	Task	Description	Task Owner	Date
Week 0	Client gathers and sends initial files	Board Custom Details to track Users (Name, Emails) Internal Tracking details for applicants Member Roster in Excel Current Applicants in Excel	Client	TBD
Week 1	Deploy Boards and Commissions application	Installation of Boards and Commissions App on client's Granicus Platform.	Granicus Project Manager	TBD
Week 1	Application setup	Create Application Add Custom Board Details Add Custom Internal Tracking Set up initial 'widgets'	Granicus Designer	TBD
Week 1	Email main client contact with initial setup complete	Client main contacts have access to the application	Granicus Project Manager	TBD
Week 1	Import data	If client provided boards, board rosters and citizen applicants, import data into system	Granicus Data Manager	TBD
Week 1	Boards and Commissions Users Training & Introduction	Email users with training program and links to the application	Granicus Project Manager	TBD
Week 2	Validation Call	Group call with main B&C users, webmaster and IT for application review & checkoff	Granicus Project Manager	TBD

Professional Services

In order to ensure a successful implementation and user experience, Granicus provides professional services with each solution. Below is a list of the requisite professional services for your solution.



Oregon City

Scope of Work Proposal

Boards and Commissions

DOCUMENT VERSION 1.1

(CONFIDENTIAL)

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1. PURPOSE AND USAGE

Oregon City ("Client") has selected Granicus, Inc.'s ("Granicus") Boards and Commissions application for automating the posting of vacancies, application tracking, and candidate appointment process for citizen boards and commissions.

The purpose of this document is to define the goals, scope, specific deliverables, and timelines associated with the delivery of the SaaS application software and implementation services by Granicus.

The content of this document is subject to review by both Granicus and the Client. Once a client services agreement ("Agreement") has been executed by both Granicus and the Client, the Granicus project management and deployment team will contact the Client project team to discuss project logistics and potential start dates and timelines. Once a project start date has been determined, resources will be assigned and scheduled to begin the delivery of the services described in this proposal.

2. ASSUMPTIONS

This proposal is based upon the below assumptions being true and accurate. If for some reason these assumptions prove false, it may result in a scope change and an impact on the proposed project cost and timeline for delivery. The assumptions and time estimates are based on similar projects and on the Client's known requirements. The time estimates are for initial pricing and project planning, as this is a fixed fee proposal and services to complete the deliverables as defined are included.

2.1 Global Assumptions

1. All future applications and appointments will be managed in the Boards and Commissions application.
2. Citizens will have access to board information, vacancies, and applications through a widget embedded in the Client's website. The widget colors can be customized to match the Client's website.
3. All public- and internal-facing facets of the system can be accessed through a Web browser such as Internet Explorer (version 9 and above), Chrome, or FireFox.

2.2 Project Management Assumptions

1. Project initiation will occur upon signature of the Agreement by both parties. All dates in this Scope of Work are subject to a mutually agreed upon schedule after execution of the Agreement.
2. Granicus will provide status reports to the Client Project Manager.

2.3 Staffing Assumptions

Below is an outline of the key project team members for a successful Boards and Commissions implementation. The goal is for the Client to build a successful project team and for all involved to understand the project plan and scope so realistic expectations are set from the start. Prior to any training, Granicus will work with Client staff to create and deliver user profiles, user groups, and training documentation to ensure that the training instruction is as effective as possible for each role.

Key Granicus Team Members

1. Granicus will assign a Project Manager for this effort. The escalation process in the event of the Project Manager's inability to respond to Client needs will be directly to Granicus' Director of Professional Services (please email implementation@granicus.com to contact the Director of Professional Services).
2. Granicus will assign the following team to the Client implementation.
 1. Account Manager
 2. Product Trainer

The Granicus Project Manager and the Client's Project Manager will facilitate and coordinate all activities and communications between the Granicus team and the Client team. Granicus representatives may contact Client participants directly regarding project issues, as warranted and approved by the Project Managers.

Key Client Team Members

It is important for the Client to create a solid project team for a successful Boards and Commissions application implementation. In some cases, an individual staff member can fulfill multiple project roles. Below are the recommended project team members:

1. **Project Manager:** The Project Manager should be someone who manages the Client team's performance of project tasks and secures acceptance and approval of deliverables from the Client stakeholders. The Project Manager is responsible for communication, including status reporting, risk management, escalation of issues, and, in general, making sure the project is delivered on schedule and within scope. The Project Manager's responsibilities will also include, but not be limited to:
 1. Collaboration with Granicus resources on the project schedule deliverables;
 2. Coordination with key stakeholders, representatives, and decision makers;
 3. Facilitation of timely decision-making and resolution of issues; and
 4. Coordination of Client resources for decision-making, project management, testing, training, etc.
2. **Granicus Solution Administrator:** The Solution Administrator should be a person who has good overall knowledge of the Client's citizen appointment workflow for the various boards and commissions: from the tracking of appointments and terms to posting vacancy notifications to collecting applications and promoting candidates to appointees. This person should consider him or herself computer-savvy and ideally have a good working knowledge of any existing elements of a Granicus solution. The Solution Administrator's responsibilities will also include, but not be limited to:
 1. Collaboration with Granicus resources on the project schedule deliverables; and
 2. Coordination with key stakeholders, representatives, and decision makers.
3. **Webmaster:** The Webmaster works closely with the Project Manager to ensure that Boards and Commissions is deployed properly on the Client website.
4. **Clerk:** It is important that the Clerk is an integral part of the Project Team to be the expert on the current boards and commissions management process. This person will also be the main user.
5. **Backup Solution Administrator:** This Backup Solution Administrator will serve as an additional resource within the Client's organization who preferably has a solid understanding of the boards and commissions management process of the Client jurisdiction as well as a good level of technological skills. In case the Solution Administrator is unavailable, this person will serve as the primary technological resource for the application.

2.4 Scope and Cost Assumptions

1. Both Granicus and the Client will follow a Change Order Process for handling any work that is not defined in this Scope of Work. The Change Order Process is jointly managed by the Project Managers. All changes must be documented in a Change Log, and approved by both parties prior to work being undertaken.
2. Requested Client changes to the deliverable template may increase project costs or introduce timeline delays.

3. BUSINESS OBJECTIVES

The business objectives to be achieved by this project are as follows:

1. Keep the public informed of active public bodies and membership online.
2. Allow community members to apply for boards through the Client website.
3. Create customized application forms.
4. Manage board rosters, appointment workflows, and vacancies.
5. Provide information to public via embeddable buttons and widgets (defined as a component of an interface that enables a user to perform a function or access a service) for Client website.
6. Allow internal stakeholders to peruse information via citizen application search and filter tools.

4. PROJECT PHASES

Project deliverables are defined according to the project phase. The project will be broken into the following primary phases:

1. **Pre-Deployment Activity:** Granicus works with the Client to gather general technical information and analyzes existing technology set-up to ensure that the proposed project meets all requirements necessary to delivering a successful Granicus solution.
2. **Deployment Phase and Project Kickoff:** Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles. By the end of this stage, the solution will be fully operational.
 1. Key project stakeholders from the Client side will be required to attend this call.
 2. Project timeline will be delivered (within 48 hours).
1. **Training:** The assigned Product Trainer will work with Client on full product training, including: adding or editing boards and commissions data, administering submitted applications, appointing members to boards, customizing applications, and running reports.
4. **Final Validation/Deployment Completed:** This milestone is the final point of sign-off for any last-minute changes or approval by multiple stakeholders that the project requires.
5. **Live Operations Begin/Scope of Work Completed:** In this final stage of the implementation, the Client will begin using its solution in production mode. Information on how to access Granicus support documents and staff will be provided.

5. SCOPE OF WORK

5.1 In Scope

1. A public-facing widget to be placed on the Client's website that is customizable to reflect the Client's branding such color scheme.
2. Initial configuration by the Deployment Team and ongoing support by the Customer Care Team of the Boards and Commissions solution for all active and inactive boards and commissions that the Client desires to track in the Boards and Commissions Solution.
3. Automation of the following business processes to support a streamlined workflow, with modifications to achieve the best practices as necessary:
 1. Accepting citizen applications.
 2. Internal tracking of applicants.
 3. Notification emails for in process and submitted applications.
 4. Notification to staff of upcoming term expirations.
4. One-hour online training for stakeholders.
5. Access to reference and support materials and documentation.
6. Go-Live support.

Note: Different design elements of different solution components have different configuration options that can be selected by the Client and implemented by the Granicus Project Team. If the Client has any questions regarding the design of the solution, the Client should contact the Project Manager for additional information.

5.2 Out of Scope

This section captures the most common out-of-scope scenarios that Granicus encounters during the lifecycle of any given project. This list is not comprehensive and any work not clearly defined in the project scope above may be considered out-of-scope at Granicus' discretion. Granicus remains dedicated to Client success and satisfaction with their Granicus solution and welcomes discussions with the Client on how best to achieve any out-of-scope requests. Granicus will not engage in any out-of-scope work without prior written approval from the Client.

1. Additional equipment, templates, production environments or other configuration services above the quantities listed in section 5.1 above.
2. Data conversion, porting of data, and migration of historical data into the Boards and Commissions solution.
3. A data conversion/migration is defined as a service whereby the Client requests Granicus to move, convert, upload, or otherwise "make available" any data not originally generated by a Granicus product to appear or be utilized in a Granicus product.
4. Any potential data migrations are considered out-of-scope and require additional assessment, as well as a separate project scope.
5. Data migrations and conversions can be performed by Granicus for an additional fee. Please contact your Account Manager or Sales Associate for information on our data migration success packages.
6. GIS Integration

7. Granicus can integrate with a GIS system powered by the Client. The Client must set up a public restful end point that returns a boundary from a set of latitude/longitude coordinates. Granicus will then create a special code system to auto-populate GIS-specific questions.
8. Product changes or enhancements.
9. If the Client wishes to make a feature or product change request, it may do so at any time through its Granicus Account Manager, Granicus Customer Care, or its Granicus Project Manager. Granicus, at its sole discretion, will then choose whether or not to implement any given product request.
10. Any accepted feature request will be implemented within a manner, timeline, and fashion that are purely at Granicus' discretion.
11. Any product change or enhancement not currently existing or not explicitly listed in the project scope above at the time this Scope of Work is executed is considered out-of-scope.

6. PROJECT DELIVERABLES

6.1 Description of Deliverables

The Granicus Boards and Commissions module offers a complete solution for managing the workflow process associated with tracking appointments and vacancies within different meeting bodies. This solution includes a citizen-facing portal that lists each meeting body, member names, appointments, and vacancies. The solution provides the ability for administrative users to search and filter all applications based on specified criteria, and notifies the administrator of upcoming vacancies via the system dashboard. The Boards and Commissions module will provide the following functionalities:

- Meeting Body Tracking
- Position and Appointment Tracking
- Online Application Workflow Process
- Notification of Position Expirations and Upcoming Vacancies
- Ability to Search and Filter Applications Based on Specified Criteria
- Configurable Citizen-Facing Portal for Increased Transparency
- Export of Applications with Attachments
- Embeddable Integration into Existing Website

7. PROJECT DELIVERABLES REVIEW AND APPROVAL

All deliverables must be signed off on, per original agreement of the project plan, by the Client Solution Administrator and the Client Project Manager before they will be considered complete and final. Sign-off is defined as the delivery of written or electronic approval and acceptance of the deliverables. The Client Solution Administrator and Client Project Manager will manage the internal testing and review process to ensure completion with the internal project team.

8. PAYMENT SCHEDULE

Payment is to be made based upon the terms set forth in the Agreement.

9. GENERAL PROJECT TIMELINE, ASSOCIATED TASKS, AND PAYMENT MILESTONES

The milestones, tasks, and time estimates below are based on projects similar to the Client's known requirements. The time estimates are for initial pricing and project planning only. Payment milestones are based on prior communication and agreement with the Client.

#	Milestone (in bold) or Task Name	Resource(s)	Description	Duration
1	Pre-Deployment Activity Phase	Client, Granicus	Tasks completed before official project initiation to ensure smooth and successful project deployment.	6 days
2	Solution Validation Call	Client, Granicus	The Solution Validation Call is the opportunity to discuss the Client's current workflow process and existing technology set-up, as well as to ensure that the proposed plan meets all requirements necessary to deliver a successful Granicus solution. At a minimum, the Client PM and Client Solution Administrator should participate in the call.	1 day
3	Agreement Executed	Client, Granicus	Joint execution of Agreement by legal representatives is required before the project can proceed.	1 day
4	Schedule Project Kickoff Call	Granicus	Granicus will reach out to Client PM to schedule the Project Kickoff Call (see below).	.25 days
5	Email Kickoff Call Agenda and Related Material	Granicus	Granicus will email the Client Project Manager the Kickoff Call agenda and all related documentation in preparation for the Kickoff Call.	1 day

6	Project Kickoff Call	Client, Granicus	<p>The primary goal of the Kickoff Call is to bring all project stakeholders together and establish the timeline for all related project milestones. In addition, it is the official transition from the Sales team to the Deployment team. The Granicus Project Manager will lead the call after the proper introductions have occurred. All project stakeholders should participate in the Kickoff Call. For the Boards and Commissions solution in particular, the focus will be on how the solution will be used and implemented.</p> <p>The outline below covers a high-level overview for the call. Granicus will provide a complete agenda for the Kickoff Call in advance.</p> <ul style="list-style-type: none"> I. Client and Granicus Team Introductions II. Review solution details III. Identify/solidify Client resources IV. Present outline of project plan, both milestones and tasks V. Set appropriate dates for project plan with all stakeholders for all relevant project milestones VI. Explain and review all information required to complete initial configuration of Boards and Commissions solution. 	1 day
7	Deployment Phase	Client, Granicus	The majority of software installation and configuration occurs during the Deployment Phase. (Time estimate based on Granicus' and Client's availability.)	30 days
8	Complete Public-facing Components	Client, Granicus	After receiving the data that the Client would like to track in their Boards and Commissions solution, the Granicus Project Manager will complete the citizen application form and create the public-facing widget that will be placed on the Client's website.	14 days
9	Complete System Validation	Granicus	Granicus will conduct complete system testing to confirm all systems are working as expected.	1 day

10	Deployment Complete	Client, Granicus	<p>Granicus and Client will meet to review and approve the technical deployment to ensure that all technical scope deliverables have been successfully completed and delivered, including:</p> <ol style="list-style-type: none"> 1. Accuracy of imported data (if success package is purchased); 2. Design of citizen application; and 3. Design of public-facing widget. <p>Note: Deployment Complete refers to the technical completion of Deployment. Training and Go-Live milestones must be met before the project is completed.</p>	1 day
11	Billing Milestone	Client, Granicus	Commencement of monthly managed service fees begins, prorated from the date of Deployment Complete.	Ongoing
12	Training	Client, Granicus	A one-hour online training session with a Product Trainer to cover topics such as: adding or editing boards and commissions data, administering submitted applications, appointing members to boards, customizing applications, and running reports.	1 day
13	Final Solution Acceptance	Client, Granicus	Granicus contacts the Client to review the entire project scope and deliverables and ensure complete Client satisfaction.	1 day
14	Go-Live/Scope of Work Completed	Client	This is the official date when the Client will be using the Boards and Commissions solution internally as well as the system's public-facing components.	0 days

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
 - Over 1,000 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- 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 engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- 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/customers/case-studies/>

Proposal Terms and Conditions

- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality
- Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of that product.

Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined below. Client Shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

- For existing clients, the costs associated with this proposal or purchase order are in addition to client's existing services.
- If Client's solution requires any onsite training, Client agrees to pay travel expenses for Granicus employees (including but not limited to airfare, lodging, meals) not to exceed two thousand dollars (\$2,000.00) per trip.
- If multiple products are included in this proposal, product scope of work timelines might not run parallel to each other and extend the time of the overall project.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Contractor Identification. Contractor shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Contractor within thirty (30) days after receipt of Contractor's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth above, nor shall City pay Contractor any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Contractor is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Contractor represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license.

Contractor maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Contractor provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Contractor shall furnish the tools or equipment necessary for the contracted labor or services. Contractor agrees and certifies that:

(d) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

(e) Contractor agrees and certifies that it is licensed to do business in the state of Oregon and that, if Contractor is a corporation, it is in good standing within the state of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Contractor, delivered by certified mail or in person.

(b) Upon receipt of notice of early termination, Contractor shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of City provided in this Agreement and relating to defaults by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

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Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Contractor shall:

(i) Make payment promptly, as due, to all persons supplying to Contractor labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to back-up withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety

from obligation with respect to any unpaid claims.

(d) Contractor and subcontractors, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. SubContractors and Assignment.

Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor.

8. Access to Records. City shall have access to all books, documents, papers and records of Contractor that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Contractor that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Contractor under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Contractor shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the services

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to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Contractor shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold City, its officers, agents, Contractors, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Contractor, or the agents, Contractors or employees of Contractor provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for workers' compensation as required by the state of Oregon. Contractor shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy

shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Contractor's operation, each in an amount not less than \$1,000,000 combined, single-limit, per-occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Contractor.

14. Legal Expenses. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the state of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Contractor shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Contractor shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Contractor. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present

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evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

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