FOURTH AMENDMENT TO THE AGREEMENT FOR WEBSTREAMING SOFTWARE AND HOSTING SERVICES BETWEEN THE CITY OF SAN JOSE AND GRANICUS, INC.

This Fourth Amendment to the Agreement for Webstreaming Software and Hosting Services (collectively "Services") between the City of San José, a municipal corporation (hereinafter "City"), and Granicus, Inc., a California corporation (hereinafter "Contractor"), is entered into as of the City's execution date ("Effective Date"). Each of City and Contractor are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on August 9, 2010, City and Contractor entered into an agreement entitled "Agreement for Webstreaming Software and Hosting Services" ("Agreement") with a maximum compensation not to exceed $171,000; and

WHEREAS, on October 18, 2012, City and Contractor entered into the First Amendment to make changes to the scope of services and increase compensation by $137,750 for a revised maximum compensation of $308,750; and

WHEREAS, on April 30, 2014, City and Contractor executed Change Order #1 to make changes to the scope of services in consideration for $6,140 (non-incremental amount, from contingency funds already included in the contract $308,750 not-to-exceed amount); and

WHEREAS, on May 17, 2017, City and Contractor entered into the Second Amendment to add the eComment module and increase compensation by $5,400 for a revised maximum compensation of $459,710; and

WHEREAS, on June 28, 2021, City and Contractor entered into the Third Amendment to add two additional two-year options for a total of five two-year option terms to extend the term of the Agreement through August 8, 2025; and

WHEREAS, between July 24, 2015 and August 31, 2022 the City exercised four options, including an amended and restated option four to add new encoders and appliance software, to extend the Agreement through August 8, 2023; and

WHEREAS, City and Contractor now desire to amend the Agreement to revise the title of the Agreement, add scope to migrate to the PrimeGov Public Meetings Solution (the "Solution" or the "Software") leveraging the results of an RFP conducted by the County of Santa Clara, California pursuant to San José Municipal Code Section 4.12.225, increase compensation by $138,660 for a revised maximum compensation of $918,122, add four additional two-year options for a total of nine option terms to extend the term of the Agreement through August 8, 2033, update insurance requirements and the City's privacy and disclosure policy, and add information technology and security requirements;

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

SECTION 1: Section 1 entitled AGREEMENT DOCUMENTS is hereby amended to

- update Exhibit C, Insurance Requirements, to Revised Exhibit C;
- update Exhibit D, Privacy and Disclosure Policy, to Revised Exhibit D;
- add Exhibit G, Information and Security Requirements; and
- add Exhibit H, Contractor Support Services Contract.

SECTION 2: Section 2 entitled SCOPE OF SERVICES is hereby amended in its entirety to read as set forth below:

2 SCOPE OF SERVICES
Contractor shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services," including all addenda thereto.

2.1 Privacy and Disclosure
Contractor agrees in the performance of this Agreement to comply with City's Privacy and disclosure Policy set forth in Revised Exhibit D entitled "Privacy and Disclosure Policy," which is attached hereto and incorporated herein. Contractor shall ensure that all webpages that it creates are consistent with the policy. Contractor further agrees that it shall treat all information received through the performance of this Agreement in strict accordance with the policy.

2.2 Information Technology and Security Requirement
Contractor agrees to perform the work set forth in this Agreement in accordance with the City's Information Technology and Security Requirements, which are attached hereto as Exhibit G and incorporated herein.

SECTION 3: Section 3.2 "Option to Extend" is hereby amended to read as set forth below:

3.2 Option to Extend
The City reserves the right to extend the term of this Agreement for nine additional two-year terms ("Option Periods"). City shall provide Contractor prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit E for Notice of Exercise of Option to Extend Agreement Form.

SECTION 4: Section 5 "COMPENSATION" is hereby amended to read as set forth below:

5 COMPENSATION
The maximum amount payable for all products and services provided under this Agreement shall not exceed **Nine Hundred Eighteen Thousand One Hundred Twenty-Two Dollars ($918,122)** for the Initial Term, the First, Second, Third, and Fourth Amendments, and Options 1 through 4. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

SECTION 5: Exhibit A entitled Scope of Services is hereby amended as set forth in Addendum 2 to Exhibit A, which is attached hereto and incorporated herein.

SECTION 6: Fourth Revised Exhibit B entitled Compensation is hereby amended as set forth in the Fifth Exhibit B, which is attached hereto and incorporated herein.

SECTION 7: Exhibit C entitled Insurance Requirements is hereby amended as set forth in the Revised Exhibit C, which is attached hereto and incorporated herein.

SECTION 8: Exhibit D entitled Privacy and Diclosure Policy is hereby amended as set forth in the Revised Exhibit D, which is attached hereto and incorporated herein.

SECTION 9: Exhibit G entitled Information and Security Requirements is hereby added to the Agreement and is attached hereto and incorporated herein.

SECTION 10: Exhibit H entitled Contractor Support Services Contract is hereby added to the Agreement and is attached hereto and incorporated herein.

SECTION 11: The title of the Agreement is hereby amended to read "Agreement for an Agenda and Meeting Management Solution between the City of San José and Granicus, Inc."

SECTION 12: All terms and conditions of the Agreement not specifically modified by this Fourth Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names below.

City of San José ("City")
a municipal corporation

By _____
Email: luz.cofresi-howe@sanjoseca.gov
Date: 03/09/2023 GMT
Luz Cofresí-Howe
Assistance Director, Finance

Granicus, Inc.
a California corporation

By _____
Email: kelly.oliver@granicus.com
Date: 03/07/2023 GMT
Kelly Oliver
Vice President of Contracts

APPROVED AS TO FORM:

_____
Email: johnny.phan@sanjoseca.gov
Date: 03/09/2023 GMT
Johnny V. Phan
Chief Deputy City Attorney

By _____
Email: raj.amin@granicus.com
Date: 03/08/2023 GMT
Raj Amin
Chief Financial Officer

ADDENDUM 2 TO EXHIBIT A
SCOPE OF SERVICES

The services to be provided in this Addendum 2 are supplemental to Exhibit A. The following scope defines the principal activities and responsibilities of Contractor and the City to migrate to the PrimeGov Agenda and Meeting Management Solutions (the "Solution" or the "Software"), including related professional services.

1 PROJECT STAFF

1.1 City's Project Manager

Name: Dhruv Hemmady	Phone No.: (952) 201-9322
Department: Information Technology	E-mail: Dhruv.Hemmady@sanjoseca.gov
Address: 200 East Santa Clara Street, 11th Floor, San José, CA 95113	

1.2 Contractor's Project Manager and Other Staffing

Identified below are the Contractor's project manager and subcontractor(s) and/or employee(s) of the Contractor who will be principally responsible for delivering the work set forth in this Scope of Services.

Contractor's Project Manager	
Name: Padraig Supple	Phone No.: (317) 748-7521
Address: 912 Capital of Texas Hwy S, Suite 180, Austin, TX 78746	E-mail: psupple@rocksolid.com
Other Staffing	
Name	**Assignment**
1.	
2.	
3.	

2 CONTRACTOR MODULES

Contractor shall provide to City the following Contractor modules to meet the City's requirements:

2.1 Agenda Automation

2.2 Meeting Management

2.3 Electronic Voting

2.4 Swagit Video

2.5 Committee Management

2.6 Community Engagement

3 CITY REQUIREMENTS

The Solution shall be delivered through the Contractor modules identified above as follows:

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Agenda Automation	
# of Committees	**Primary Meeting Body-**1 Council and 7 Council Sub-Committees would have workflow. Sub-committees can flow into council. **Non-primary Meeting Bodies** 30 additional B&C no workflow
# of Meeting Types	Council-Open Session, closed, study and special Agendas, Amended Agendas. Boards and Commissions Regular and Special
Meeting Management	
# of Committees	1 Council and 7 Council Sub-Committees would have workflow. Sub-committees can flow into council.
# of Meeting Types	Council-Open Session, closed, study and special Agendas, Amended Agendas. B&C Regular and Special
# of Voting Members	11
Committee Management	
# of Committees	28

4   PROJECT OBJECTIVES

Contractor's legislative management software shall provide an end-to-end Solution with necessary tools for effective and transparent creation of meeting content. The Solution shall consist of the Software and Services detailed below. The project planning and implementation activities will include the following objectives and assumptions.

4.1   City will complete an on-boarding assessment including the following:

4.1.1   Provide Contractor with

4.1.1.1   Documentation of Item Types.

4.1.1.2   Documentation of Meeting Types for each meeting body.

4.1.1.3   Documentation of the proposed meeting schedule for each meeting body.

4.1.1.4   Full Word samples including numbering, font, size, and other formatting details for each meeting body:

- Agenda
- Notice of Cancellation
- Packet

4.1.1.5   Sections and items included in each meeting body.

4.1.2   Review and discuss modifications required to accommodate Contractor's best practices, current functionality, and consistency of the proposed meeting document templates.

4.1.3   Complete agenda training in train the trainer format to enable City staff to train end users.

4.1.4   Complete User Acceptance Testing.

4.1.5   Conduct end-user training.

4.1.6   Review and Sign off Agenda configuration.

4.2   Contractor shall:

4.2.1   Review and configure up to four meeting types (e.g., Open Session, Closed, Study and Special Agendas, Amended Agendas) that are provided as part of the on-boarding assessment including:

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- Agenda
- Packet
- Minutes
- Notice of Cancellation

4.2.2   Review and configure item types.

4.2.3   Perform a gap analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.

4.2.4   Complete end-to-end agenda testing.

4.2.5   Deliver full document set per meeting with the proposed layout and design.

4.2.6   Provide agenda training to City staff.

5 GENERAL PROJECT REQUIREMENTS

Following are the general project requirements based upon the implementation processes described in this Scope of Services.

5.1   City will:

5.1.1   Commit a Project Manager (see Section 1.1) and relevant subject matter experts, as needed, for successful project delivery.

5.1.2   Lead development or procedural discussions, provide train the trainer documentation, and conduct end-user training sessions, as needed.

5.1.3   Provide technical resources for video streaming.

5.1.4   Provide technical resources as required for add-in installation on client workstations and end-user support.

5.1.5   Complete Contractor Training.

5.1.6   Complete User Acceptance Testing.

5.1.7   Provide feedback to Contractor and sign off all phases of the project once implemented to the City's satisfaction.

5.1.8   Ensure City's local infrastructure complies with the following minimum requirements:

Host videos at vendor-managed website which employs responsive design
Provide adaptive bitrate streaming with standard support of 1080p
Cloud-based live stream quality control monitoring and encoding event management tool
Provide unlimited storage for all video and audio content and all associated documents, agendas, presentations and closed-caption information
A vendor supplied, and fully vendor supported encoding device
Support a minimum of one thousand concurrent users for live and archived streams
Live and archive players support synchronized closed captions which viewer can turn on or off
Support product updates and upgrades during 2 set periods (July & December)
Hosting site capable of 24x7x365 operation, and 24/7 client facing website status monitoring to ensure high system uptime

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Cloud-hosted GUI with which, during live streaming, client creates index points/chapter markers which directly link hosted agenda to index points/chapter markers in the archived video
Web viewing page and player customized to City's look-and-feel
Solution must be web-enabled allowing users to access the solution with a web browser. The current City standard web browser is Microsoft Edge version 92.0.902.73 (or next generation supported version)

5.1.9 Provide resources required to use remote sharing software for meetings such as GoToMeeting or Microsoft Teams.

5.2 Contractor shall:

5.2.1 Commit a Project Manager (see Section 1.2) and other relevant subject matter experts, as needed, for successful project delivery.

5.2.2 Perform a gap analysis with City at each step to clarify and confirm the agenda management processes and Contractor best practices and functionality.

5.2.3 Test and deploy Software upgrades and patches.

5.2.4 Review and demonstrate the entire Solution as a refresher of system features, including the approval process.

5.2.5 Provide the following project management tasks:

5.2.5.1 Project tracking

5.2.5.2 Weekly status calls

5.2.5.3 Regular remote share working sessions

5.2.5.4 Issue resolution portal for tracking of issues identified as issues, defects, feature requests, and bugs.

5.2.5.5 Review and configuration of user, roles, and permissions within the Solution.

5.2.5.6 Test software functionality and provide support during City user acceptance testing before production.

5.2.5.7 Provide training to City individuals identified as testers for successful User Acceptance Testing.

6 SOLUTION REQUIREMENTS

6.1 Agenda Automation

6.1.1 Contractor's Agenda Automation solution shall allow City staff to create meeting types, agenda items, and upload related documents to create an agenda and materials packet. These meeting documents and supporting materials can then be compiled for distribution to the staff, public, and council members.

6.1.2 Contractor forms/workflows shall allow the City to automate the item submission process through Contractor's Agenda Automation solution which includes electronic review and the ability for users to see where their items are in the process. Contractor workflow shall provide linear routing of an item with its supporting materials on its journey to an agenda. Contractor workflow shall be flexible and enable City users to have ad-hoc

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review processes via peer reviews while also allowing City administration the ability to design a consistent approval process. Items can be created at any time and added to the agenda automatically when the approved process is complete. The workflow steps can be routed to users or groups to ensure an end-to-end electronic process.

6.1.3   Following is an example of an agenda item approval workflow:

1. Create document	7. Department Head review
2. Create item	8. Legal review
3. Add item to the meeting	9. Finance review
4. Attach documents	10. City Manager review
5. Originator review	11. City Clerk review
6. Peer review	12. Approve on agenda

6.1.4   City will complete an on-boarding assessment including:

6.1.4.1   Provide Contractor with documentation for the following workflow process information:

- Form to initiate a submission
- Identification of Review Groups
- Notification Emails
- Identification of Review Users
- Workflow Steps
- Staff Report (cover page)
- Identification of originators
- Word sample

6.1.4.2   Identify a City decision maker to lead procedural discussions regarding the item approval process.

6.1.4.3   Review and discuss with Contractor modifications required to accommodate Contractor's best practices, current functionality, and consistency of the proposed item approval workflow.

6.1.4.4   Review and discuss with Contractor modifications required to accommodate Contractor's best practices, current functionality, and consistency of the proposed form and staff report document.

6.1.4.5   Provide technical resources as required for add-in installation on client workstations and end-user support.

6.1.4.6   Complete workflow training provided by Contractor.

6.1.4.7   Complete user acceptance testing.

6.1.4.8   Conduct workflow end user training.

6.1.4.9   Review and sign-off on workflow configuration.

6.1.5   Contractor shall:

6.1.5.1   Review and configure workflows provided as part of the on-boarding assessment including workflow design, workflow configuration, and notification emails.

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6.1.5.2   Review and configure item submission forms with accompanying staff report that is provided as part of the on-boarding assessment, including HTML form design and staff report Word document content controls.

6.1.5.3   Perform a gap analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.

6.1.5.4   Complete end-to-end workflow and forms testing.

6.1.5.5   Deliver workflow training to City.

6.2   Meeting Management

6.2.1   Contractor's Meeting Management solution shall allow City meeting administrators to run a meeting and record roll call, minutes, motions, votes, notes, and actions with ease.

6.2.2   Contractor's real-time Minutes tools shall provide a single interface that allows all aspects of the meeting to be managed often by a single user; includes options for citizen engagement information regarding the active item, speakers, motion information; and allows votes to be displayed in chambers or online via the public portal in real time. Minutes provides a means to record motions, votes, minutes and other facets of the meeting. Also, agenda items can be added, removed, edited and re-arranged as changes occur during the meeting.

6.2.3   City will complete an on-boarding assessment including:

6.2.3.1   Provide Contractor with the following:

- Documentation of Motion Types
- Documentation of Motion Type configuration
- Minutes
- Motion template
- Action template
- Vote result template
- Word samples of Minutes, including numbering, font, size and other formatting details, for each meeting body
- Sections and items to be included in each meeting body minutes

6.2.3.2   Review and discuss with Contractor modifications required to accommodate Contractor best practices, current functionality, and consistency of the proposed minute templates including City testing and sign-off.

6.2.3.3   Complete Contractor's Minutes training.

6.2.4   Contractor shall:

6.2.4.1   Review and configure Meeting Types (e.g., Open Session, Closed, Study and Special Agendas, Amended Agendas) that are provided as part of the on-boarding assessment, including Minutes.

6.2.4.2   Review and configure:

- Motion Types
- Motion Type configuration
- Motion template
- Action template

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- Vote Result template

    6.2.4.3   Deliver completed Minutes document set for every City public meeting with the City-approved layout and design.

    6.2.4.4   Provide Minutes training to City

6.3   Member Voting

    6.3.1   Contractor's Member Voting solution shall allow City governing body members to record their vote during meetings and offers the ability to communicate the voting process of agenda items to the public.

    6.3.2   Contractor's Member Voting solution shall allow voting members and support personnel the opportunity to electronically view items and supporting documentation on the agenda and to electronically cast votes on motions.

    6.3.3   The Member Voting solution shall also provide a more automated and effective approach to recording the events of the meeting to make it easy for City supporting personnel to follow along and manage the meeting as it is in session.

    6.3.4   City will complete an on-boarding assessment including:

        6.3.4.1   Provide Contractor with the following:

- Motion Types
- Roles
- Voting options
- Public Comment
- Request to Speak

        6.3.4.2   Complete Contractor's Member Voting training.

        6.3.4.3   Perform a Mock Meeting or other User Acceptance Testing.

        6.3.4.4   Review and sign off on Member Voting configuration.

    6.3.5   Contractor shall:

        6.3.5.1   Configure and review Member Voting for the Meeting Types, including:

- Motion Types
- Roles
- Voting Options
- Speaker Management

        6.3.5.2   Provide Member Voting training to City.

6.4   Video

    6.4.1   Contractor's Video solution shall provide high-quality live stream and on-demand audio and/or video of City meetings.

    6.4.2   The video is immediately available for on-demand access via the interactive agenda on the public portal. The events of the meeting can be time-stamped by activating an item in the Meeting Viewer or adding a timestamp via meeting details.

    6.4.3   City will complete an on-boarding assessment including:

        6.4.3.1   Provide Contractor with the following:

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- HDMI or SDI Video Feed
- HDMI or Analog Audio
- Network connection
- RJ-45 Ethernet
- Static IP Address
- Gateway
- DNS

6.4.3.2   Complete Installation of Encoder with assistance from Contractor.

6.4.3.3   Complete Contractor Video training.

6.4.3.4   Review and sign off on Video configuration.

6.4.4   Contractor shall:

6.4.4.1   Configure Swagit system for embedded live streaming.

6.4.4.2   Provide to City Video Installation Configuration Guide.

6.4.4.3   Configure Contractor's solution API/Google AUTH/Zoom.

6.4.4.4   Perform a video streaming test .

6.4.4.5   Provide Video training to City.

6.5   Committee Management

6.5.1   Contractor's Committee Management solution shall allow City staff to easily add and edit committees, members, positions, and terms.

6.5.2   The public portal shall allow for automated application and appointment management through internal workflows built within Contrator's system and allow City users the ability to manage all committee tasks from one view.

6.5.3   Contractor's Committee Management solution shall also City staff the ability to easily and quickly create initial and subsequent terms, and even split terms if a seat becomes vacant mid-term.

6.5.4   Contractor's Committee Management solution shall also include vacancy reports, expiring seats reports, and expiring training reports.

6.5.5   City will complete an on-boarding assessment including:

6.5.5.1   Provide Contractor with the following:

- Documentation of Committees, Active Positions and Members
- Documentation of Current Terms (Start Date/End Date), Nominating and Appointing Entities
- Documentation of Training Types
- Documentation of Application Management workflow process:

  ☐ Position Application Form to initiate a submission
  ☐ Workflow Steps
  ☐ Identification of Review Users & Groups
  ☐ Notification Emails

6.5.5.2   Complete User Acceptance Testing.

6.5.5.3   Review and Sign off Committee Management configuration.

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6.5.5.4 Complete Contractor Committee Management training.

6.5.6 Contractor shall:

6.5.6.1 Review and Configure Committees that are provided as part of the on-boarding assessment including:

- Boards and Commissions, Active Positions, and Active Members
- Current Terms, Nominating and Appointing Entities

6.5.6.2 Configure a Committee Management public portal to allow for public display of committee information and acceptance of applications for advertised positions.

6.5.6.3 Review and discuss with City modifications required to accommodate Contractors best practices, existing functionality, and consistency of the proposed Committee Management.

6.5.6.4 Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.

6.5.6.5 Configure up to one Position Application Form for vacant position applications.

6.5.6.6 Configure up to one Application Workflow to support the stages of the application lifecycle.

6.5.6.7 Complete end to end Committee Management testing.

6.5.6.8 Provide Committee Management training to City.

6.6 Community Engagement

6.6.1 Contractor's Community Engagement solution shall create a public portal for citizens to comment on individual agenda items.

6.6.2 Comments shall be text-based and allow for a character limit to replicate the time limit used for public speakers when meetings are in person.

6.6.3 All comments shall be aggregated into a simple report that can be provide to elected officials.

6.6.4 Contractor's Request to Speak functionality shall allow community members to sign up to request to speak for any agenda item.

6.6.5 Contractor's Community Engagement solution shall manage the sign-up and provide an ordered list of public speakers that can be called on during the meeting.

6.6.6 City will complete an on-boarding assessment including:

6.6.6.1 Provide Contractor a sample list of typical agenda items where citizens provide comment and/or request to speak during meetings.

6.6.6.2 Determine type of personal information required of citizens to request to speak or provide public comments such as the following:

- First Name
- Last Name
- Email

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- Physical Address

6.6.6.3 Define internal roles that will have access to community comment reports.

6.6.7 Contractor shall:

6.6.7.1 Configure agenda settings to include types of agenda items that would be allowed for community comments.

6.6.7.2 Tailor form information for personal citizen contact information.

6.6.7.3 Train City staff on citizen functionality, public portal, and reporting information.

6.7 Contractor Public Portal

6.7.1 Contractor's Public Portal shall integrate directly within the City's website to provide viewers with a seamless look and feel.

6.7.2 Contractor's Public Portal shall allow constituents to search for and view meeting materials and video.

6.7.3 Contractor's Public Portal shall also provide citizens with the ability to search voting history of elected officials, meeting history, voting records, speakers, and video specific to the item.

6.7.4 Contractor's Public Portal also allows the City to use an internal portal to publish meeting documentation internally before it being made available to the public, at the City's option.

6.7.5 City will provide technical resources required for integration on the City website and handle all end-user support of the website.

6.7.6 Contractor shall review and configure Public Portal in accordance with City's requirements.

6.8 Historical Import (Conversion)

6.8.1 Contractor shall import historical data by means of a utility that has been specifically developed for the conversion process.

6.8.2 City will complete an on-boarding assessment including:

6.8.2.1 Provide Contractor with the following:

- Identification of Content
- Identification of the location of data and supporting files
- Access to data and supporting files for import
- Media files in MP4 video format
- Clear and understandable naming convention to identify files and their location

6.8.2.2 Perform Acceptance Testing.

6.8.2.3 Review and sign off on Historical Import results.

6.8.3 Contractor shall:

6.8.3.1 Migrate/import all of City's historic documents currently available on Contractor's Legistar system into the PrimeGov solution for meeting types

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identified as part of Contractor's Agenda Automation implementation, including:

- Agendas
- Minutes
- Packets

6.8.3.2 Import MP4 videos with indexing/timestamps on City-provided Contractor account.

6.8.3.3 Provide a conversion report to City outlining successful import counts and identification of failed record imports.

6.8.3.4 Complete one import and one delta import of data after initial import.

6.9 Administration

6.9.1 Contractor's Administration solution shall allow City users and administrators access to Contractor's platform from any location with access to an internet connection.

6.9.2 Contractor's Administration solution shall allow all system settings and security to be managed and administered from the Contractor's Administration platform.

6.9.3 City will complete an on-boarding assessment including:

6.9.3.1 Provide Contractor with the following:

- Identities/Users
- Roles
- Departments
- Department Heads
- Security and Permissions
- Email Settings

6.9.3.2 Perform Acceptance Testing.

6.9.3.3 Complete Contractor Administrator training.

6.9.3.4 Review and sign off on Administration.

6.9.4 Contractor shall:

6.9.4.1 Deploy a Cloud Production Environment instance including:

- Software Suite outlined above
- Identities/User
- Email Address
- First Name
- Last Name
- Department
- Title
- Roles
- Administrator
- General City Staff
- Committee
- Members
- Department Heads
- Security and Permissions

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- Email Settings

6.9.4.2   Provide Administrator Training to City.

6.10   Reporting

6.10.1   Contractor's reporting engine shall allow City users to configure reports on any data stored in the system.

6.10.2   Users shall have the ability to create "views" using system tools then use those views to create their own report.

6.10.3   Additionally, the following standard reports shall be provided and accessible based on permission levels:

6.10.3.1   Committee Member Reports

6.10.3.2   Committee Vacancy Reports

6.10.3.3   Vote Records

6.10.3.4   Attendance Records

6.10.3.5   Audit Reports (login, adds, deletes, etc.)

6.10.3.6   Usage Reports (Items Submitted, Items Approved, Review Time)

6.10.4   All reports shall be exportable to PDF, CSV, and Excel.

6.10.5   Contractor's reporting solutions shall allow users to filter and re-run standard reports or save them.

6.11   Legislative Management

6.11.1   Contractor's API for its Legislative Management solution is driven by Restful Web Services.

6.11.2   Contractor's Legislative Management solution shall allow virtually anyone (other software vendors, open data developers) who is are provided access by the City to consume data available in the system.

6.11.3   Contractor's Legislative Management solution shall allow the City to control access by determining the available "datasets" and publishing, just like publishing an agenda.
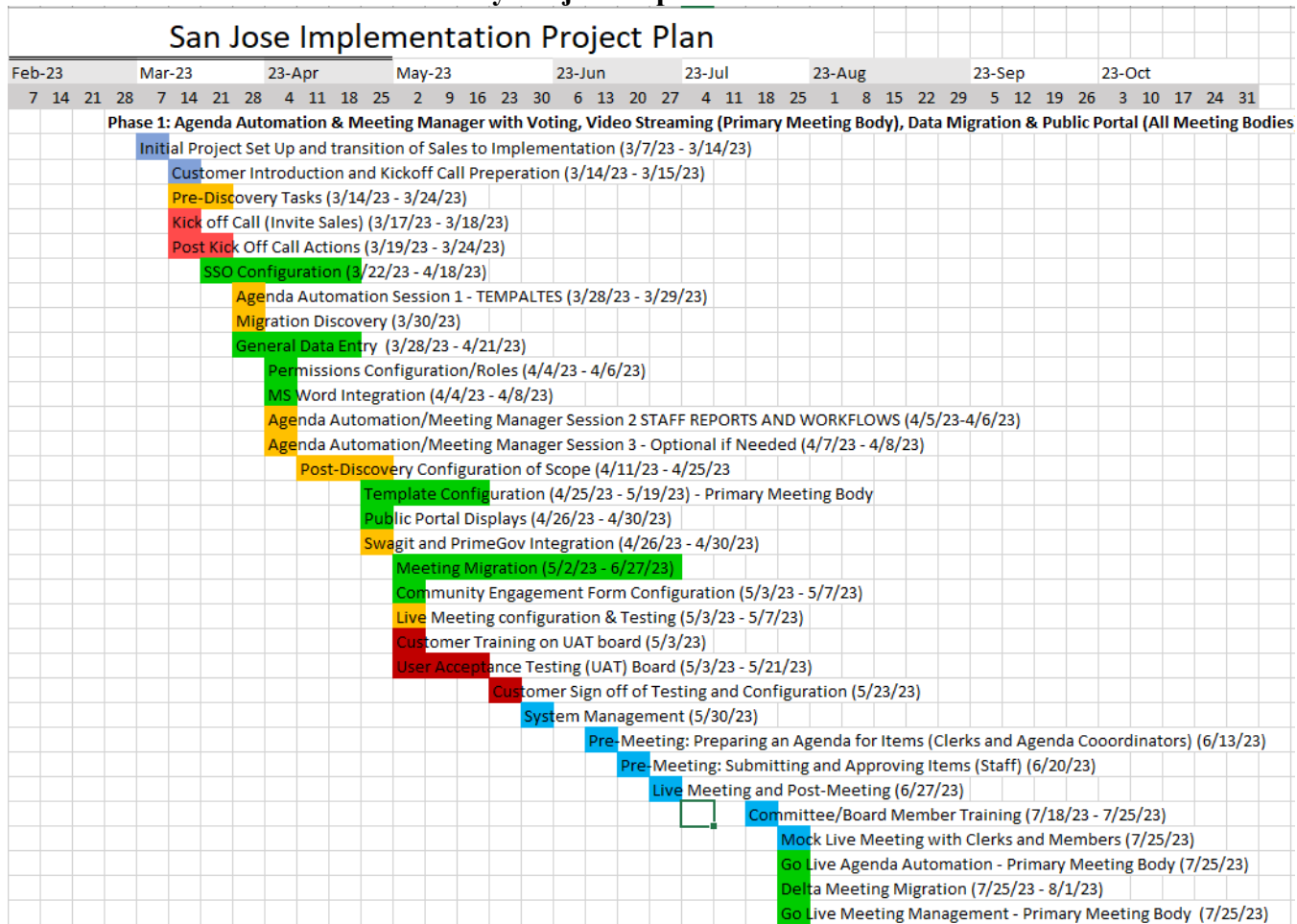
7   NOT TO EXCEED AMOUNT FOR MIGRATION/IMPLEMENTATION OF PRIMEGOV SOLUTION

Contractor shall be paid an amount not to exceed **Eighty-Seven Thousand Nine Hundred Eighty Dollars ($87,980)**, including any applicable travel and expenses, for the one-time services to be performed under this Addendum 2 to implement/migrate to the PrimeGov Agenda and Meeting Management solution as specified herein. Any services provided by Contractor that will exceed the maximum compensation for this Addendum 2 shall be at no additional cost to the City.

Granicus, Inc. - Webstreaming Software and Hosting Services - Fourth Amendment
Addendum 2 to Exhibit A – Scope of Services
T-20.095.006\1989257

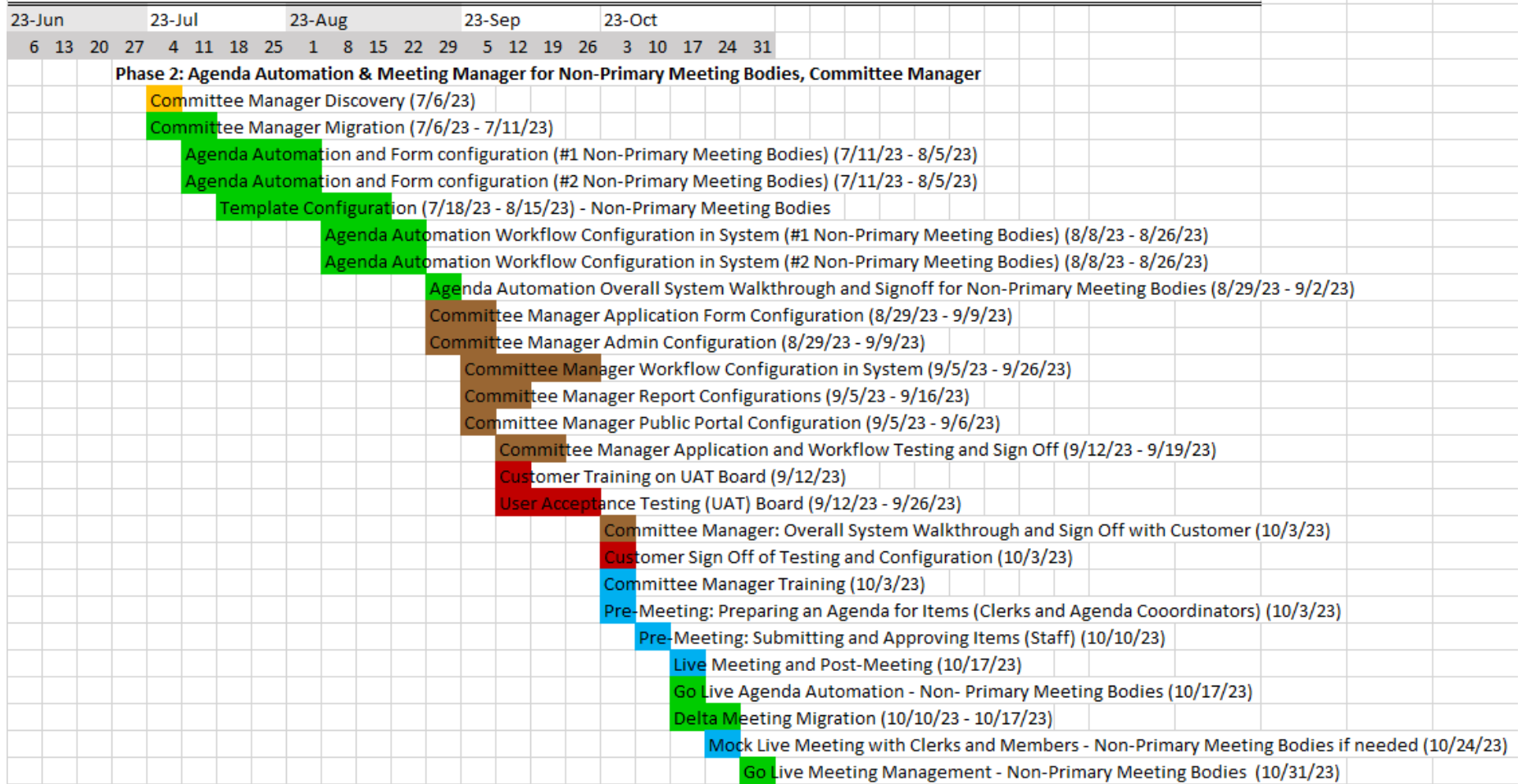Page 15 of 39

8 PROJECT IMPLEMENTATION SCHEDULE

Contractor shall complete the implementation/migration for the services specified in this Addendum 2 to Exhibit A in accordance with the following Preliminary Project Implementation Schedule set forth below, except as may be modified into a Final Project Implementation Schedule that is approved in writing by the City during project initiation and shall reflect tasks in the appropriate order with estimated dates and based on elapsed time as approved by the City. The Final Project Implementation Schedule will become the governing project schedule incorporated into the Agreement. The Project Implementation Schedule is based upon work being accomplished Monday through Friday during normal business hours (defined as 8:00am to 5:00pm Pacific Time), with the exception of City holidays.

Preliminary Project Implementation Schedule

San Jose Implementation Project Plan

23-Jun	23-Jul	23-Aug	23-Sep	23-Oct
6 13 20 27	4 11 18 25	1 8 15 22 29	5 12 19 26	3 10 17 24 31

Phase 2: Agenda Automation & Meeting Manager for Non-Primary Meeting Bodies, Committee Manager

Committee Manager Discovery (7/6/23)

Committee Manager Migration (7/6/23 - 7/11/23)

Agenda Automation and Form configuration (#1 Non-Primary Meeting Bodies) (7/11/23 - 8/5/23)

Agenda Automation and Form configuration (#2 Non-Primary Meeting Bodies) (7/11/23 - 8/5/23)

Template Configuration (7/18/23 - 8/15/23) - Non-Primary Meeting Bodies

Agenda Automation Workflow Configuration in System (#1 Non-Primary Meeting Bodies) (8/8/23 - 8/26/23)

Agenda Automation Workflow Configuration in System (#2 Non-Primary Meeting Bodies) (8/8/23 - 8/26/23)

Agenda Automation Overall System Walkthrough and Signoff for Non-Primary Meeting Bodies (8/29/23 - 9/2/23)

Committee Manager Application Form Configuration (8/29/23 - 9/9/23)

Committee Manager Admin Configuration (8/29/23 - 9/9/23)

Committee Manager Workflow Configuration in System (9/5/23 - 9/26/23)

Committee Manager Report Configurations (9/5/23 - 9/16/23)

Committee Manager Public Portal Configuration (9/5/23 - 9/6/23)

Committee Manager Application and Workflow Testing and Sign Off (9/12/23 - 9/19/23)

Customer Training on UAT Board (9/12/23)

User Acceptance Testing (UAT) Board (9/12/23 - 9/26/23)

Committee Manager: Overall System Walkthrough and Sign Off with Customer (10/3/23)

Customer Sign Off of Testing and Configuration (10/3/23)

Committee Manager Training (10/3/23)

Pre-Meeting: Preparing an Agenda for Items (Clerks and Agenda Cooordinators) (10/3/23)

Pre-Meeting: Submitting and Approving Items (Staff) (10/10/23)

Live Meeting and Post-Meeting (10/17/23)

Go Live Agenda Automation - Non- Primary Meeting Bodies (10/17/23)

Delta Meeting Migration (10/10/23 - 10/17/23)

Mock Live Meeting with Clerks and Members - Non-Primary Meeting Bodies if needed (10/24/23)

Go Live Meeting Management - Non-Primary Meeting Bodies (10/31/23)

Granicus, Inc. - Webstreaming Software and Hosting Services - Fourth Amendment
Addendum 2 to Exhibit A – Scope of Services

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FIFTH REVISED EXHIBIT B
COMPENSATION

1   MAXIMUM COMPENSATION

The maximum amount payable for all products and services provided under this Agreement shall not exceed **Nine Hundred Eighteen Thousand One Hundred Twenty-Two Dollars ($918,122)** for the Initial Term, the First, Second, Third, and Fourth Amendments, and Options 1 through 4. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

Payment Schedule - Original Implementation

Item	Milestone/Deliverables	Term	Not to Exceed Amount per Year
Initial Term	Year 1 (including City Managed Server)	8/9/10 – 8/8/11	$26,700
	Year 2 (including City Managed Server)	8/9/11 – 8/8/12	$26,700
	Year 3 (including City Managed Server)	8/9/12 – 8/8/13	$52,200
	Year 4 (including City Managed Server)	8/9/13 – 8/8/14	$57,500
	Year 5 (including City Managed Server)	8/9/14 – 8/8/15	$63,240
Total Annual Payments (Initial Term)			**$226,340**

One Time	Professional Services/Implementation Costs for Services as defined in Revised Exhibit A-1 (added First Amendment)	**$23,050**

Additional Bandwidth	Additional bandwidth as required for special live cam broadcasting in excess of 1000 GB per month shall be billed at a rate of $0.30/GB	**$37,500**
Additional Services (added First Amendment)	Contingency amount available for additional services authorized through change orders (reduced from $28,000 in Change Order 1)	**$21,860**
Option 1	Exercise of Option 8/9/15 – 8/8/17	**$145,560**
Second Amendment	Added eComment ($5,850 cost reflected in Option 2)	-
Option 2	Exercise of Option 8/9/17 – 8/8/19	**$153,552**
Option 3	Exercise of Option 8/9/19 – 8/8/ 21	**$166,420**
Option 4 (amended and restated)	Exercise of Option 8/9/21 – 8/8/23 (rounded up to whole dollars)	**$143,840**
Fourth Amendment	**Migration to/implementation of PrimeGov Agenda and Meeting Management Solution ($87,980 cost to be added through option(s))**	-

Maximum Contract Compensation (including this Fourth Amendment)	**$918,122**

Future Options (ongoing costs for subscriptions, maintenance, and support – See Table B1b below for breakdown)		
(Subject to Notice of Exercise of Option to Extend Agreement)		
Option	**Term**	**Total Not to Exceed**
Option 5	August 9, 2023 through August 8, 2025	**$198,940***
Option 6	August 9, 2025 through August 8, 2027	**$204,909**
Option 7	August 9, 2027 through August 8, 2029	**$211,057**
Option 8	August 9, 2029 through August 8, 2031	**$217,388**
Option 9	August 9, 2031 through August 8, 2033	**$223,909**

*Costs to be pro-rated to co-term for the option based on actual completion dates (see Table B3) as applicable.
Note: The total not to exceed costs listed above for Options 5 through 9 already reflect the maximum allowable increase of 3% per two-year option term and will be paid to Contractor at the beginning of each option year in two equal payments.

2   PAYMENT SCHEDULE

2.1   City shall pay by calendar quarter, in advance, for all recurring/annual payments as listed above.

2.2   City shall pay in arrears for any additional bandwidth requirements that may be required as defined below.

2.3   For all professional/original implementation services, City shall pay within 30 days of a properly submitted invoice for the satisfactory completion of the following milestones as follows:

Receipt, installation, and configuration of Granicus 2 encoding appliances	$6,000
City's acceptance of final site design	$5,000
City's final acceptance that all services were performed, and all additional functionality delivered as described in Exhibit A-1	$12,050
Total for Professional Services and Implementation Costs	**$23,050**

2.4   **Payment schedule for the products and services delivered in accordance with Addendum #2 to Exhibit A "Scope of Services" (added this Fourth Amendment) shall be as follows:**

Table B2: Payment Schedule - PrimeGov Implementation (scope added this Fourth Amendment)

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
Milestone 1 *Planning and Discovery*	See Table B3: Milestones, Deliverables, and Acceptance Criteria	04/25/2023	$6,534
Milestone 2 *Implementation*	See Table B3: Milestones, Deliverables, and Acceptance Criteria	10/24/2023	$6,533
Milestone 3 *Data Migration*	See Table B3: Milestones, Deliverables, and Acceptance Criteria	7/11/2023	$45,000
Milestone 4 *Project Closure*	See Table B3: Milestones, Deliverables, and Acceptance Criteria	10/24/2023	$6,533
Milestone 5 *2 Caption Prime Encoders*	See Table B3: 2 Caption Prime Encoders	6/6/2023	$23,380
Initial Term Licensing, Maintenance, and Support	Begins upon Final Acceptance	10/24/2023	$98,000
MAXIMUM COMPENSATION (MIGRATION PLUS FIRST YEAR ONGOING COSTS)			**$185,980**

Table B3: Milestones, Deliverables, and Acceptance Criteria - PrimeGov Implementation

(added this Fourth Amendment)

	Milestone 1 – Planning & Discovery		$6,534
	Deliverables	**Acceptance Criteria**	**Estimated Completion Date**
1A	Contractor shall provide a 1-hour Virtual Kickoff Call with Contractor Project Team and City Project Team and Stakeholders.	Meeting held.	3/7//2023
1B	Contractor shall deliver a Solution Recommendation and Implementation Plan to the City Team based on information obtained through the discovery process.	City will discuss initial recommendations from Contractor and sign off on Implementation Plan after making any mutually agreed upon changes.	04/25/2023
	Milestone 2 – Implementation (Configuration, Testing & Training)		**$6,533**
	Deliverables	**Acceptance Criteria**	**Estimated Completion Date**
2A	Contractor shall build and test the solution for Primary Meeting Body (based on the Solution Recommendation and Implementation Plan delivered in 1B), which includes the following elements: • Agenda Automation • Forms & Workflow • Meeting Management • Member Voting • Video Streaming • Community Engagement Portal • Public Portal Integration with City Website	Contractor shall provide a gap analysis of potential feature enhancements. Contractor shall provide to City documentation for each configuration. City will provide written approval of the configuration after an end-to-end walkthrough and satisfactory resolution of any open issues of all elements in this section.	8/1/2023
2B	Contractor shall create and conduct for City full product training.	Completed per the Training Breakdown in Exhibit A-1 Scope of Services.	9/12/2023
2C	Contractor shall build configure non-primary meeting bodies (based on work in 2A).	City will provide written approval of the configuration after an end-to-end walkthrough and satisfactory resolution of any open issues of all elements in this section.	9/6/2023
2D	Contractor shall create and conduct full product training for additional meeting bodies	Completed per the Training Breakdown in Exhibit A-1 Scope of Services.	10/24/2023
	Milestone #3 – Historical Import		**$45,000**
	Deliverables	**Acceptance Criteria**	**Estimated Completion Date**
3A	Contractor shall import historic documents (agendas, minutes, and packets) into Contractor's meeting portal and import MP4 videos with indexing/timestamps on City-provided	Contractor shall provide conversion report to City outlining successful import counts and identification of failed record imports. City's Project Manager will acknowledge receipt of	7/11/2023

		account.	report in writing.	
	3B	Contractor shall provide plan (based on City review of conversion report) to perform a delta import.	City will sign off on plan in writing after making any mutually agreed upon changes.	6/27/2023
Milestone 4 – Project Closure (Go Live & Transition to Support)				**$6,534**
		Deliverables	**Acceptance Criteria**	**Estimated Completion Date**
	4A	Primary meeting conducted in new system, including agenda items submitted for approval, published meeting and agenda content, and live meeting held.	City will provide written approval that first meeting was fully conducted, and system is operating as expected.	8/8/2023
	4B	Primary meeting project implementation formally closes.	Contractor support team shall be introduced to the City, and Contractor shall provide to City information on communication and access to support resources.	8/1/2023
	4C	Non-primary meetings conducted in new system, including agenda items submitted for approval, published meeting and agenda content, and live meeting held.	City's Project Manager will provide written approval that first meeting was fully conducted, and system is operating as expected.	10/31/2023
	4D	Non-primary meeting project implementation formally closes.	Contractor support team shall be introduced to the City, and Contractor shall provide to City information on communication and access to support resources.	10/24/2023
Milestone 5 – 2 CaptionPrime Encoder				**$23,380**
		Deliverables	**Acceptance Criteria**	**Estimated Completion Date**
	5A	2 Caption Prime Encoders delivered to City.	Contactor delivery of Encoders, and Contractor Support team to ensure encoder's proper functionality.	6/20/2023

3 RENEWAL PERIOD COMPENSATION

Pursuant to Section 3.2 of the Agreement, the City reserves the right to extend the term of this Agreement for nine additional two-year terms ("Option Periods") upon acceptance of renewal quote for ongoing services. Contractor shall provide a renewal quote no later than 30 days prior to expiration of the then-applicable term. In no event shall costs for ongoing services increase by more than 3% per Option Period over the prior Option Period's fees.

4 ADDITIONAL BANDWIDTH

Additional bandwidth as may be required for special live-cam event broadcasting in excess of 1000GB per month shall be billed at $0.30 GB.   In the event City approaches 1000GB per month, Contractor shall provide weekly usage reporting at the end of each week and upon mutual agreement make adjustments to viewing session duration, bit rate, and hours of operation to assist City in containing budget. Should efforts to reduce bandwidth prove inadequate and potential usage in one month exceed Seven Thousand Five Hundred Dollars ($7,500), the City reserves the right to terminate broadcasting of the live special event causing the overage until the beginning of the next month whereby the bandwidth will be reset.

NVF:JVP:AHT
1/9/2023

5 PRICE LISTS

Table B1a: Price List - Original Implementation

Description	Quantity	Unit Price	Extended Price
Hardware & Software			
On-site/On Premise Server	0	$0	$0
MediaManager Single User Access	12 months	$370	4,440
MediaManager Multi User Access	12 months	$95	1,140
Outcast Encoder 1	12 months	$80	960
Outcast Encoder 2	12 months	$80	960
Outcast Encoder 3	12 months	$80	960
Audio Podcasting Service 1	12 months	$100	1,200
Audio Podcasting Service 2	12 months	$100	1,200
Subtotal Hardware/Software		**$905**	**$10,860**
Professional Services			
1. Initial Setup:			
- Installation	0	$0	$0
- Customization of Views	0	$0	0
2. Training (x session(s) @ x hours each). By user Group (IT, City Clerk, Video Production Staff)	0	$0	0
- Future Training (as required)	8 hours	$200	1,600
On-Going			
- Hosted Distribution & Storage	12 months	$750	**$9,000**
Transition Costs (New Contractor Only)	0	$0	$0
City-Managed Server	12 months	$570	**$6,840**
TOTAL (not to exceed annual fee)**			****$26,700**

**Does not reflect allowable, City-approved price increases, and added products and services.

Description	Quantity	Unit Price	Extended Price
Additional Bandwidth (Web Cam) > 1,000 GB per month	1GB	$0.30	
Additional Services as described in Sections 1-4 of Revised Exhibit A-1 (First Amendment)	34 months	$2,550	$86,700
Implementation and Professional Services as described in Section 4 of Revised Exhibit A-1 (First Amendment)	1 lot		$23,050
New Encoder incremental processing (Change Order 1)	13 months	$200	$2,600
Boards & Commissions Software & Hosting (Change Order 1)	12 months	$1,000	$12,000
eComment for One Year Pilot, unless otherwise extended by City (Addendum 1 to Exhibit A, Second Amendment)	12 months	$450	$5,400

Granicus, Inc. - Webstreaming Software and Hosting Services - Fourth Amendment   Page 22 of 39
Fifth Revised Exhibit B – Compensation

Table B1b: Price List - PrimeGov Implementation (see Addendum 2 to Exhibit A)
(added this Fourth Amendment)

One-Time Implementation Costs	Option 4 (8/9/21 – 8/8/23) and/or Option 5 (8/9/23 – 8/8/25) based on actual completion dates
1. Planning and Discovery	$6,534
2. Implementation	$6,533
3. Data Migration	$45,000
4. Project Closure	$6,533
5. 2 Caption Prime Encoders	23,380*
Subtotal Implementation	**$87,980**

*includes sales tax and three-year warranty

Ongoing Costs (Subscriptions, Maintenance and Support)	Option 5 (8/9/23 – 8/8/25)	Option 6 (8/9/25 – 8/8/27)	Option 7 (8/9/27 – 8/8/29)	Option 8 (8/9/29 – 8/8/31)	Option 9 (8/9/31 – 8/8/33)
6. Agenda Automation	$50,750	$52,273	$53,841	$55,456	$57,120
7. Meeting Management	$40,600	$41,818	$43,073	$44,365	$45,696
8. Committee Management	$40,600	$41,818	$43,073	$44,365	$45,696
9. Swagit Video Streaming	$30,450	$31,364	$32,305	$33,274	$34,272
10. Member Voting	$20,300	$20,909	$21,536	$22,182	$22,847
11. Community Engagement	$16,240	$16,727	$17,229	$17,746	$18,278
Subtotal Ongoing	**$198,940***	**$204,909**	**$211,057**	**$217,388**	**$223,909**

*Costs to be pro-rated to co-term for the option based on actual completion dates (see Table B3) as applicable.
Note: Costs for each two-year option term to be paid at the beginning of each option year in two equal payments.
All amounts stated above are in United States Currency.

6   ADDITIONAL SERVICES

6.1   In the event the City requires additional services, Contractor shall provide a written quotation, at no cost to the City, of the type of Additional Service requested and the time required to complete the requested work.

6.2   Supplemental professional service rates shall not exceed $150 per hour.

6.3   The City reserves the right to request a fixed priced quote in lieu of time and materials. Any fixed price quotes shall be consistent with or less than the agreed-upon additional service rates in Section 6.2 above and must be good for at least ninety (90) days.

6.4   Quotes must be approved by the City through an executed Change Order prior to any work being performed.

REVISED EXHIBIT C
INSURANCE REQUIREMENTS

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors or suppliers.

I.   Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City's Risk Manager.

Type of Insurance	Minimum Limit
1 Commercial General Liability The coverage provided by Insurance Services Office "occurrence" form CG 0001, including coverages for contractual liability, personal injury/advertising injury, products/completed operations, broad form property damage, independent contractors, products and completed operations.	$1,000,000 per occurrence for bodily injury, personal injury and property damage or $2,000,000 annual aggregate.
2 Automobile Liability The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.	$1,000,000 combined single limit per accident for bodily injury and property damage.
3 Workers' Compensation and Employer Liability A: Workers Compensation as required by Statute and as required by the Labor Code of the State of California. B: Employers' Liability	Coverage A: Statutory Coverage B: $1,000,000 each accident/ each employee injury by disease
4 Technology Errors and Omissions Including coverages for negligent acts, errors, or omissions arising from professional services provided under this contract.	Not less than $2,000,000 each claim and annual aggregate.
5 Cyber Liability Data recovery and privacy liability insurance covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering products provided under this agreement. This may be met through a standalone policy or included as a component in a Commercial General Liability Policy.	Not less than $2,000,000 each claim and annual aggregate.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

Granicus, Inc. - Webstreaming Software and Hosting Services - Fourth Amendment
Revised Exhibit C – Insurance Requirements

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II. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager.

III. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

    a.   The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

    b.   Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of Contractor's insurance and shall not contribute with it.

    c.   Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.

    d.   Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

    e.   Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.

2. Workers' Compensation and Employers Liability

    Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.

3. Claims Made Coverages

    If coverage is obtained on a "claims made" policy form, the retroactive date shall preceed the date services were initiated with the City and the coverage shall be maintained for a periof of three (3) years after termination of services under this Agreement.

4. All Coverages

    Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30)

days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

IV.   Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

V.   Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be emailed in pdf format to: Riskmgmt@sanjoseca.gov:

> Certificate Holder
> City of San José – Finance Department
> Risk & Insurance
> 200 East Santa Clara St., 14th Floor
> San José, CA 95113-1905

VI.   Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

REVISED EXHIBIT D
PRIVACY AND DISCLOSURE POLICY

The purpose of this document is to define the City of San José's ("City") policy and the requirements of its Contractors with regard to the collection and use of personally identifiable information (PII) collected, processed, or otherwise used in the course doing business with the City. Non-PII (i.e., anonymous information) and PII are defined below, followed by the requirements for City contracts where PII is used in the course of doing business with the City.

1 ANONYMOUS INFORMATION

This type of information does not identify specific individuals and is automatically transmitted and consists of:

- The URL (Uniform Resource Locator or address) of the web page a user previously visited.
- Unique "session IDs" randomly assigned to a user when accessing City WiFi. These IDs do not connect to the IP address (i.e., digital PII) of the device used to access the Internet and are randomly generated each time an individual logs on to City WiFi.
- The browser version users are using to access the site.

This information is used to help improve the City's systems, and none of the information can be linked to an individual.

2 PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally identifiable information (PII) includes any information that can directly or indirectly identify an individual, such as one's name or address. Refer to the table below for types of PII. A more extensive list of PII can be found in the Appendix attached to the end of this policy.

Category of PII	Sub-categories
Personal Data	Full name; Home address; Email address; Phone number; Phone, laptop, or other device internet protocol (IP) address; Government-Issued ID # (e.g., Driver's License, Passport, Social Security Number, FEIN); Employer ID number; License Plate; Credit or debit card information; Bank account, brokerage account or other financial information; Date of birth; Place of birth; Other written or scanned information that can directly tie to an individual or household
Sensitive PII or demographic-related PII	Biometric data; Genetic data; Physical identifiable characteristics; Other health records; Race or ethnic origin; Nationality; Immigration status;

Category of PII	Sub-categories
	Religious affiliation; Political affiliation; Voter status; Education records; Criminal records; Online activity and tracking, including cookies, pixels, usernames and passwords, or other online activity; Other sensitive information traditionally kept confidential ***NOTE:** Data is not considered PII if only shared in aggregate of a population larger than 1,000[1] (e.g., # of registered voters in San José)
Image data	Picture that can identify an individual by their face or other physical and contextual information[2]
Recording data	Video that can identify an individual by their face or other physical and contextual information; Audio that can identify an individual by their voice or other contextual information
Geolocation data	Data affiliated with a vehicle, computer, or other device that can be used to identify an individual's physical location
Other sensitive information as determined by the City	*See below.*

The City may determine, in its sole discretion, that other information is sensitive or PII. If the City determines information that is collected, processed, or otherwise used in the course of doing business with the City is PII, Contractor shall treat new pieces of this information as PII no later than 60 days following written notification from the City unless an extension is approved in writing. Following this written notification, all future information of this type shall be considered PII.

3   PROTECTION AND ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION

The City and Contractor shall make every reasonable effort to protect City and individual privacy. The City and Contractor will only collect personally identifiable information that is required to provide services. Users can decline to provide any personal information. However, if a user declines to provide requested information, the City and Contractor may not be able to provide the user with services dependent upon the collection of that information.

The City does not intentionally disclose any personal information provided by the Contractor to any third parties or outside the City except as required by law or by the consent of the person providing the information.

Access to personally identifiable information in the City's public records is controlled primarily by the California Public Records Act (Government Code Section 6250, et. seq.). Information that is generally available under the Public Records Act may be posted for electronic access through the City's Web Site. While the Public Records Act sets the general requirements for access to City records, other sections of the California code, as well as federal laws, also deal with confidentiality issues. Additional access to PII

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[1] Based on reporting requirements used for anonymity by the U.S. Department of Health and Human Services AFCARS Foster Care Dataset; refer to the 2021 codebook, element #6.
[2] An example of "contextual information" being used to identify someone could include a picture of a license plate or a picture of someone's back next to a house with a visible address.

may be granted under the direction of local, state, or federal courts or under the direction of the San José City Council in compliance with local, state, or federal laws.

4   SECURITY

The City is committed to data security and the data quality of personally identifiable information that is either available from or collected by City systems and has taken reasonable precautions to protect such information from loss, misuse, or alteration. When handling sensitive personally identifiable information, Contractor shall follow security measures outlined in relevant law and the City's security standards, as well as the City's Information Technology and Security Requirements specified in Attachment G.

5   REQUIREMENTS FOR CONTRACTORS WHEN HANDLING DATA

"Data" shall be as set forth in Section 17.4 of the Agreement.

To the extent permissible by law, Contractor shall adhere to the following requirements for protecting individual privacy while collecting, storing, sharing, processing, or otherwise handling any information they may have access to in the course of doing business with the City:

5.1   Notice to End User (hereinafter "User")

Outside the domain of first responder emergency response efforts, Contractor shall provide "notice at collection" as defined by the California Consumer Privacy Act, listing all PII collected, used, and shared by the data subject. Contractor shall provide such notice in terms that a layperson can understand them. Contractor must provide notice in at least the following languages: Spanish, Vietnamese, English.

If the Contractor does not collect PII on behalf of the City, such as in the case of a database management system with no collection service, the Contractor is not required to provide any notice.

5.2   Minimization

Contractors shall only collect, process, and share the minimum amount of PII required to carry out the designated services on behalf of the City. If the City determines the Contractor is handling more PII than is required, the Contractor must reduce PII collection to the amount determined by the City. All PII that was previously collected that is not deemed necessary by the City for the designated services shall be purged. Failure to reduce and purge data within 30 days of request will be considered a breach of contract unless the City grants an extension.

5.3   Accountability

Contractors shall maintain and provide evidence of compliance with this Privacy and Disclosure Policy upon request by the City.

5.4   Accuracy

Unless otherwise prohibited by local, state or federal law, rule or regulation, a User and the legal guardians of a User of the Contractor's services will be granted by the Contractor the ability to access and correct personally identifiable information used or stored by the Contractor after the Contractor verifies the User is the subject of the relevant personally identifiable information.

If the Contractor is notified by the City or a User of a discrepancy in its information handled on behalf of the City, Contractor shall verify its existing information and, if found incorrect, correct or delete the inaccurate information within 30 days of notification or request an extension from the City in writing.

If notified by a User, the Contractor will inform the User when their data has been verified, corrected, or deleted.

5.5   Equity

Contractor shall take reasonable steps to advance equity and mitigate the impact of algorithmic bias through its data and information services while ensuring that PII is only used in accordance with this Agreement. "Reasonable steps" are those set forth in the National Institute of Technology's "Proposal for Identifying and Managing Bias in Artificial Intelligence" and follow-on published technical guidance starting in 2022, referenced herein and incorporated by reference. The City may at any time audit all information, processes, and analyses or request the Contractor anaylze the potential areas of algorithmic bias within or related to the services the Contractor provides to the City.

5.6   Monitoring and Auditing of Contractor Security and Privacy Performance

The City retains the right to observe or audit any relevant work processes, services, or documents in the course of doing business with the City to confirm that the Contractor (and any relevant sub-contractors) is complying with this Privacy and Disclosure Policy. Contractor shall provide access to information, documentation, and personnel required to complete this audit at no additional cost to the City.

6   REQUIRED DISCLAIMER

City systems provided through a Contractor shall contain a User disclaimer (terms of use) substantially containing the following information:

6.1   Provision of Service

The City is not liable for any delays, inaccuracies, errors, or omissions relating to material contained or posted on this website, system, or within the services provided (collectively the "City Systems"). City Systems and all materials contained on them are distributed and transmitted "as is" without warranties of any kind, either express or implied, including without limitations, warranties of title, or implied warranties of merchantability or fitness for a particular purpose. The City is not responsible for any special, indirect, incidental, or consequential damages that may arise from the use of, or the inability to use, the City Systems and/or the materials contained on the City Systems whether the materials contained on the City Systems are provided by the City or a third party. The City is neither responsible nor liable for any viruses or other contamination of user's system.

6.2   Access to Information

Unless otherwise prohibited by state or federal law, rule or regulation, user will be granted the ability to access and correct any personally identifiable information. The City and/or its Contractors will verify user's identity before granting such access. Each service provided that collects personally identifiable information will allow for review and, upon verification, update of that information.

6.3   Non-City Systems

Non-City Systems may be linked through City Systems. The City is not responsible for any non-City Systems, which may or may not be subject to the Public Records Act and may or may not be subject to the San José Municipal Code, California law, or federal law. Visitors to such websites are advised to check the privacy statements of such sites and to be cautious about providing personally identifiable information without a clear understanding of how the information will be used.

6.4   City Liability

The City is not responsible for, and accepts no liability for, the availability of non-City Systems and/or resources. Linked systems are not under the control of, nor maintained by, the City, and the City is not responsible for the content of these systems, which may change frequently. In addition, inclusion of the linked systems does not constitute an endorsement or promotion by the City of any persons or organizations affiliated with the linked systems.

APPENDIX: PII REFERENCE LIST

This PII Reference List includes 6 categories and types of PII and subsets of PII that are included when the City refers to "personal" or "sensitive" data or information.

Personally Identifiable Information (PII)
First Name
Last Name
Alias Name
Maiden Name
Full Home Street Address
Zip Code
Date of Birth
Date of Death
Email Address
Photograph
Internet Protocol (IP) Address
Marital Status
Beneficiary Name
Beneficiary Contact Phone Number
Beneficiary Contact Address
Employee ID
Identifying Marks (e.g. tattoos, birth marks, etc.)
Identifying information of children, youth, minors under 18 year old
SSN (full 9 digits)
Driver's License Number
Vehicle Information (license plate #, vehicle ID# (VIN))
Passport Number
State or City ID Number
Criminal Justice Number (arrestee or prisoner numbers)
Username/ID
User Hint Question and Answer
Biometric ID Data (fingerprint, iris scan, faceprint, etc.)
Voter ID Number
FEIN (Federal Employer Identification Number)
Alien Registration Number

Demographics Subset
Citizenship Status
Nationality
Sexual Orientation
Gender Identity
Background Check/Investigation Details or Results
Drug and Alcohol Abuse Information

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Criminal Offenses/Convictions
Physical Characteristics
Political Party Affiliation
Political Party Affiliation
Military / Veteran Status
Race / Ethnic Origin
Religious / Philosophical Beliefs

Other Sensor Information

Audio Recordings
Phone Call Recordings
Video Recordings
Social Network Profile, Family Network Research and/or Friends/Contacts/Followers
Computer Use or Website Tracking/ Monitoring (cookies, web beacons, web widgets)
Location Tracking (individual or vehicle, geo-location, RFID Tracking, cell tower data)
Behavioral Pattern Mapping (e.g. physical, psychological, online, etc.)
Item or Identifier Scanning (contraband recognition, license plate reader, RFID reader)
Other Electronic Signatures or Monitoring (other cell phone signal, device sensors monitoring usage not previously stated)
Other Sensory Data (visual, audio, olfactory, or biometric not previously stated)
Other uncategorized surveillance information or data

Health Information Subset

Relative / Emergency Contact Name
Relative / Emergency Contact Phone Number
Relative / Emergency Contact Email
Relative / Emergency Contact Address
Disability Description
Health Diagnosis or Condition for Physical / Mental Health (non-substance use)
Health Diagnosis (substance use)
Health Services Provided
Medical Record Number
Health Plan / Insurance ID Number or Policy (inc. Medicaid & Medicare)
Medical Payments or Health Insurance Payments (incl. Medicaid & Medicare)
Health Policy Group Number
Patient ID Number
Medical Records
Prescriptions / Medications

Financial Information Subset

Bank or Financial Account Number
Credit Card / Debit Card Number
Other Credit / Debit Card Data (eg. Expiration date, security code)
Personal Identification Number (PIN)
Personal Check Data or Scanned Images

Income/Salary/Wage Data
Socio-Economic Status
Credit Score, Credit Grade, or Credit History

Other Sensitive Information (organizational, children, unstructured)
Intellectual Property or Proprietary Information
Budgets, Financial Statements / Forecasts
Organizational Strategy, Business Decision, or Design Info
Legal Documents, Contracts, Vendor Agreements
Other Children's Information not previously stated
Other Confidential Information not previously covered
Any Unstructured Data that might include any of the above types of information

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EXHIBIT G
INFORMATION TECHNOLOGY AND SECURITY REQUIREMENTS

The requirements below define additional City Information Technology and Security Requirements as they pertain to this Agreement. Contractor shall comply with the following requirements in providing all Information Technology-related software, services, and equipment.

Security Requirements

1   Privileged Information
Contractor shall provide any and all information systems security findings and recommendations under privileged access, or a similar level of protection, in order to guard against revealing potential security issues that put the City, citizens, and businesses at risk.

2   Secure Transmission
Contractor shall provide any and all information systems security findings, recommendations, and work materials via a secure file transfer method accessible by the City.

3   Secure Access
Contractor shall have all equipment, materials, and support necessary to remotely connect to the City servers and computers via a secure connection per City access protocols. The City will provide secure VPN access into the network to the Contractor as required. On-site access will also be provided as needed and as mutually agreed by the parties.

4   Security Policy and Standards
Contractor shall adhere to the City's *Information and System Security Policy* and *Information Security Standard Handbook* or any other similar standard such as NIST SP800-53, ISO 27005, CIS, or COBIT, in providing the services.

5   Security Controls
Contractor shall implement security controls in accordance with the City's Security Policy and Standards or any other acceptable standard to assess any solution prior to first release or release of any major improvement or enhancement. Contractor's solution must be audited by a third party at least once a year and results shall be shared with City along with regular updates on risk mitigation.

6   Limited Access
If necessary for the fulfillment of the Agreement, City may provide Contractor with non-exclusive, limited access to the City's information technology infrastructure. Contractor shall abide by all City policies, standards, regulations, and restrictions regarding access and usage of City's information and communication technology resources. Contractor shall enforce all such policies, standards, regulations, and restrictions with all Contractor's employees, agents, and any tier of subcontractor granted access in the performance of this Agreement and shall only grant such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

7   Incident Response

Contractor shall develop and maintain an incident response plan and contacts for providing notification, containing, eradicating, and recovering from a significant incident that impacts the operations of the City or the services the Contractor provides. The City may request a copy and/or verbal explanation of the Contractor's incident response plan, and the Contractor must provide the requested materials/explanations within 30 days or request an extension in writing from the City.

8   Compromised Security

In the event that Data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, lost, accessed by an unauthorized party, or otherwise breached as defined by NIST as a "data breach"   (collectively "Data Breach"), Contractor shall notify the City immediately. Contractor shall investigate their systems of any suspected Data Breach in accordance with Contractor's incident response plan and report findings to the City.

Contractor agrees to reimburse the City for any costs the City incurs to resolve potential breaches incurred due to the Contractor, including, where applicable, the cost of identifying and assisting individuals who may be impacted by the Contractor's breach, legal fees and fines associated with the data breach, and legal requirements issued by a local, state, or federal court.

9   Contingency Planning

Contractor shall develop and maintain a contingency plan for providing resiliency and redundancy to the Solution.

EXHIBIT H
CONTRACTOR SUPPORT SERVICES CONTRACT

This Contractor Support Services Agreement ("Support Services Contract") is Exhibit H to the Agreement entered into between the City of San José and Granicus, Inc. for an Agreement for an Agenda and Meeting Management Solution (the "Agreement").

For purposes of this Exhibit H, the term "PrimeGov" shall have the same meaning as "Contractor" as set forth in the Agreement.

For purposes of this Exhibit F, the term "Customer" shall have the same meaning as "City" as set forth in the Agreement.

This Support Services Contract describes the expected performance of the PrimeGov Service, the procedures for reporting an issue, and expected turnaround time on issues reported. Contractor reserves the right to update contact information for the Support Services listed herein by providing City no less than ten (10) days notice of any such change.

1. **Service Uptime Target**. PrimeGov has a target uptime of >99.95% measured on a monthly basis. This time excludes any planned maintenance that have been identified to the Customer. PrimeGov shall give a minimum of two (2) business days' notice for planned maintenance updates. Planned maintenance will be targeted to occur between 12:00 a.m. (midnight) to 03:00 a.m. Mountain Time on Friday. Update notes are published as part of the maintenance notification, highlighting new features, improvements, and bug fixes. Maintenance time frames are subject to change by PrimeGov, and proper notification shall be provided to the Customer, subject to the minimum two business days' notice period.

2. **Reporting an Issue.**
   a. **Contact Details**. At PrimeGov, we built our support system with alerts to anticipate any service disruption so that our Customer Success team can address any technical items before they become an issue for our customers. In the case where a Customer discovers an issue, or the Service is unavailable, the Customer should notify the PrimeGov Customer Success team through one of the following channels:
       i. Entering a ticket in the help desk system at support.primegov.com.
       ii. E-mailing the Customer Success team directly at support@primegov.com.
       iii. Calling the Customer Success team at 1-833-634-6349.
   b. **Hours of Coverage**. Regular Support Services are provided between 8:00 am and 6:00 pm Mountain Time, Monday through Friday. On-call and emergency support are provided outside of regular Support Service hours online and by phone. More specifically, the hours are as follows:
       i. **Call for phone support**. Phone support is available twenty-four (24) hours a day, seven (7) days a week by calling 1-833-634-6349.
       ii. **Enter an issue in the help desk system**. This service is available twenty-four (24) hours a day, seven (7) days a week at support.primegov.com.
       iii. **Email an issue to the Customer Success team**. This service is available twenty-four (24) hours a day, seven (7) days a week.
   c. **Customer Priority Identification**. The Customer will supply their determined priority for each support item logged in accordance with the following Priority Code:

PRIORITY CODE	DESCRIPTION
P1 - Critical	The problem is impacting all Users by the Service being unavailable with no work-around available.
P2 - High	The problem is impacting a significant number of Users and is causing a significant business impact, where there is no work-around available.
P3 - Moderate	The problem is impacting a small number of Users and is causing a minor business impact or is causing a significant business impact, but there is a workaround available.
P4 - Low	Non-service affecting defect. Non-urgent or cosmetic problems, queries, causing inconvenience only.

3. **Resolving an Issue**
    a.   **Steps to Resolution**.
        i.   PrimeGov Customer Success staff will analyze the issue and revert to the Customer with an assessment of the issue.
        ii.   The issue will then result in one of the following actions:
            1.   The PrimeGov Customer Success staff will send a set of steps to close the issue with associated times.
            2.   PrimeGov Customer Success staff will ask for more clarification/ information on the issue.
            3.   PrimeGov Customer Success staff may discuss the priority of the issue.
            4.   The Customer and the PrimeGov Customer Success staff will mutually agree to close or reprioritize an issue.
        iii.   If a support issue is closed because it has been successfully resolved, then PrimeGov Customer Success staff will provide a brief description of the final solution to the Customer.
    b.   **Target Response Time**. PrimeGov will aim to provide the Customer with a response within a specific time limit based on the agreed Priority Code of the Support Issue (a "Target Response Time"). The following Target Response Times are within the hours of coverage:

PRIORITY CODE	DESCRIPTION	TARGET RESPONSE TIME <
P1	Critical	30 minutes
P2	High	1 hour
P3	Moderate	2 hours
P4	Low	40 hours

4. **Problem Escalation**. A Support Call's Priority Code may be escalated by either the Customer or PrimeGov, if it is found to be more business critical than first realized or if the steps to resolve are proving unsatisfactory. In the event of escalation, the following contacts from PrimeGov should be called:

ROLE	NAME	CONTACT EMAIL
Technical Support Lead	Sydney Erickson	sydney.erickson@primegov.com
Technical Support Director	Larry Thorpe	larry.thorpe@primegov.com
President	Sherif Agib	sherif@primegov.com

5. **Minor Enhancements**. Requests by the Customer for minor enhancements or changes to the Service not relating to a defect or error inherent in the Service will be considered on a case-by-case basis

and will be included under this Support Services Contract at the sole discretion of PrimeGov if in the PrimeGov software product roadmap.

6.   **Knowledge Base**. PrimeGov provides a searchable online knowledge base for questions and issue resolution is available at support.primegov.com. The documentation provided includes product updates, technical assistance, and tutorials. The content is regularly updated and expanded and each article contains links to related articles for increased navigation. The knowledge base is available on the same website as the support ticket management system for ease-of-use.

7.   **Exclusions**
     a.   Requests by the Customer for significant enhancements or changes to the Service not relating to a defect or error inherent in the Service will be excluded from this Support Services Contract and will be managed separately.
     b.   PrimeGov is only obliged to provide the Support Services with respect to the then current version of the Service. If PrimeGov provides Support Services for older versions/releases, this is done without obligation on an "as-is" basis at PrimeGov's sole discretion and without any service level applying and PrimeGov may make the provision of further Support Services for older versions of the Service subject to the payment of additional fees.
     c.   Any alteration, modification or maintenance of the Service by the Customer or any third party which has not been authorized in writing by PrimeGov.
     d.   Any failure by the Customer to implement any recommendations, solutions to faults, problems or updates previously advised or delivered by PrimeGov to the Customer.
     e.   Either Party being subject to Force Majeure.
     f.   The Customer's failure, inability or refusal to allow PrimeGov's personnel proper and uninterrupted access to the Service.