

AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Granicus Proposal for Newport, OR Date: 12/20/2023

Statement of Purpose: To modernize the Granicus Meetings platform adding functionality to support remote meetings and multi meetings

Department Head Signature: _____

Remarks, if any: Order #: Q-321344 - See attached email for ATTY notes

City Attorney Review and Signature: X → Date: 2-20-24

Other Signatures as Requested by the City Attorney: [Signature] Name/Position: TRAVIS REEVES IT Director
Date: 2-26-24

Budget Confirmed: Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: 02/26/2024

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 2-26-24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Travis Reeves

From: David Allen
Sent: Tuesday, February 20, 2024 2:11 PM
To: Erik Glover; Spencer Nebel; Derrick Tokos
Cc: Travis Reeves
Subject: Re: Can you call me when you have a moment?

As noted below last month, the Granicus proposal looks to be okay, but sign-off would also depend on review of the technical provisions of the MSA, and whether the Granicus platform would comply with ORS 192.670. If Travis has already confirmed that with you, then the proposal can be signed. --David

From: Erik Glover
Sent: Tuesday, February 20, 2024 1:42 PM
To: David Allen; Spencer Nebel; Derrick Tokos
Cc: Travis Reeves
Subject: RE: Can you call me when you have a moment?

Can I take this email to confirm attorney sign off, on the Granicus item?

Granicus is getting mad that we have a two month behind renewal, as I have told them we were not paying those charges pending a change to a new system/subscription a couple of months back during our regular renewal.

Erik

Erik Glover

Assistant City Manager/City Recorder
City of Newport, Oregon 97365
541-574-0613
e.glover@newportoregon.gov

Office Hours

Monday – Thursday 8:00am-6:00pm

From: David Allen <D.Allen@NewportOregon.gov>
Sent: Tuesday, January 23, 2024 2:42 PM
To: Erik Glover <E.Glover@NewportOregon.gov>; Spencer Nebel <S.Nebel@NewportOregon.gov>; Derrick Tokos <D.Tokos@NewportOregon.gov>
Cc: Travis Reeves <T.Reeves@NewportOregon.gov>
Subject: FW: Can you call me when you have a moment?

I spoke with Travis last week about the Granicus proposal (see attached e-mails), and he indicated the Granicus platform would comply with ORS 192.670 (see link below) with proper staff training, etc. Travis can follow-up by e-mail on that particular point. The Granicus proposal incorporates a master subscription agreement (MSA) via a link on the terms/conditions page of the proposal, which looks to be okay (Travis reviewed the technical provisions of the MSA). --David

From: David Allen
Sent: Wednesday, January 17, 2024 11:02 PM
To: Travis Reeves
Subject: Re: Can you call me when you have a moment?

Attached e-mails re: Granicus proposal, and below is a link to the statute that incorporates HB 2560 (referenced in the second attached e-mail). --David

https://oregon.public.law/statutes/ors_192.670

From: Travis Reeves <T.Reeves@NewportOregon.gov>
Sent: Wednesday, January 17, 2024 10:41 AM
To: David Allen <D.Allen@NewportOregon.gov>
Subject: Can you call me when you have a moment?

Good Morning David,

I had a question, if you could call me it would be appreciated! No Rush, when you have time. I will be in a meeting from noon-1:30pm today

Thank You,



Travis Reeves

Acting IT Director

(o) 541.574.0622
(m) 541.272.9105
(e) t.reeves@newportoregon.gov

169 SW Coast Hwy 101
Newport, Oregon 97365

PUBLIC RECORDS LAW DISCLOSURE This e-mail is a public record of the City of Newport and is subject to public disclosure unless exempt from disclosure under Oregon Public F

Granicus Proposal for Newport, OR

ORDER DETAILS

Prepared By: Jeffrey Johnson
Phone: (480) 400-9764
Email: jeffrey.johnson@granicus.com
Order #: Q-321344
Prepared On: 20 Dec 2023
Expires On: 11 Feb 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term
End Date: 31 Dec 2024
Period of Performance: The Agreement will begin on date of signature and will continue through the end of the then current billing term.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Granicus Encoding Appliance Software (GT)	0 Each	\$1,531.54
Government Transparency Suite	0 Each	\$3,063.08
eComment	0 Each	\$1,531.54
SUBTOTAL:		\$6,126.16

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

Existing Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
Meeting Efficiency Suite	Annual	1 Each	\$3,063.07
Peak Agenda Management	Annual	1 Each	\$4,594.61

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
GovMeetings Live Cast Setup and Config	Up Front	1 Hours	\$200.00
Granicus Live Cast Encoder – Hardware	Upon Delivery	1 Each	\$3,500.00
Granicus Video - Online Training	Upon Delivery	6 Hours	\$2,400.00
Granicus Live Cast Encoder Setup and Configuration	Up Front	1 Each	\$875.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$125.00
Open Platform - Setup and Configuration	Up Front	1 Each	\$0.00
Granicus Live Cast Encoder – Hardware	Upon Delivery	1 Each	\$3,500.00
Granicus Live Cast Encoder Setup and Configuration	Up Front	1 Each	\$875.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$125.00
SUBTOTAL:			\$11,600.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
GovMeetings Live Cast	Annual	1 Each	\$5,500.01
Open Platform Suite	Annual	1 Each	\$0.00
Granicus Live Cast Encoding Software	Annual	1 Each	\$1,500.00
Upgrade to 1080p Streaming	Annual	1 Each	\$4,500.00
SUBTOTAL:			\$11,500.01

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

PRODUCT DESCRIPTIONS

Solution	Description
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)

Solution	Description
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
GovMeetings Live Cast	govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.
Granicus Live Cast Encoder – Hardware	Granicus Live Cast encoder is the hardware appliance used convert the video feed for video streaming on the web. It also records the video and provides the MP4 file for archive playback.
Granicus Video - Online Training	Granicus Video - Online Training
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Granicus Live Cast Encoding Software	Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. <i>Only used with the Live Cast encoder hardware and Live Cast solution.</i>
US Shipping Charge C - Large Item	US shipping of a large item
Upgrade to 1080p Streaming	Upgrade to 1080p Streaming (requires Live Cast and Live Cast Encoder)
Open Platform - Setup and Configuration	Setup and configuration for Open Platform

Solution	Description
Granicus Live Cast Encoder – Hardware	Granicus Live Cast encoder is the hardware appliance used convert the video feed for video streaming on the web. It also records the video and provides the MP4 file for archive playback.
Granicus Live Cast Encoding Software	Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. <i>Only used with the Live Cast encoder hardware and Live Cast solution.</i>
US Shipping Charge C - Large Item	US shipping of a large item

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
 - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to

subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-321344 dated 20 Dec 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Newport, OR to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.

BILLING INFORMATION


Billing Contact:	TRAVIS REEVES	Purchase Order Required?	<input checked="" type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:	169 SW Coast Hwy Newport, OR	PO Number: If PO required	
Billing Email:	T.Reeves@NewportOR.GOV	Billing Phone:	541-574-0622

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-321344 dated 20 Dec 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Newport, OR	
Signature:	
Name:	Erik Glover
Title:	Acting City Manager
Date:	02-26-2024