



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2022 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Andrew Firestine
760-839-4556
("CITY")

And: Granicus
A LLC-P partnership
408 Saint Peter Street, Suite 600
St. Paul, MN 55102
Attn: Contracts, contracts@granicus.com
800-314-0147
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide professional support services in the implementation and ongoing administration of short-term vacation rental ("STVR") administration services;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").

2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$119,919.50** as described in Attachment A. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Termination.
 - a. The Parties may terminate this Agreement for any reason upon providing the other party with sixty (60) days' advance written notice. Either Party may terminate this Agreement for cause upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the notifying Party provides written notice of the breach. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
 - b. Effect of Termination. Upon expiration or termination of an order or Scope of Work ("SOW") for any reason: (i) CITY's right to access and use the products will immediately cease (except for perpetual licenses granted under an order, which will continue to be governed by this Agreement for the duration of the license); (ii) CITY will promptly remit any fees due to CONSULTANT under all orders and SOWs; (iii) CONSULTANT will promptly cease performance of any Services; and (iv) the Parties will return or destroy any Confidential Information of the other Party in its possession, and certify upon request to the other Party of compliance with the foregoing. CITY will have thirty (30) days from the expiration date of a subscription to extract or download any content stored in the products. CONSULTANT has no obligation to retain any content after such thirty (30)-day period nor is CONSULTANT responsible for extracting the data on CITY'S behalf absent separate written agreement and the payment of additional fees."
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT specifically and exclusively for the CITY pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed

operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies shall include the CITY (including its officials, officers, agents, employees, and volunteers) as additional insured
 - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement. Subcontractors do not include entities that provide general services on behalf of CONSULTANT such as co-location or hosting providers, third party auditors or security contractors. Subcontractors will only include those third parties engaged specifically by CONSULTANT to perform services directly to CITY.
 - (6) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.
 - (7) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT will defend, indemnify and hold CITY harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the products or deliverables, as delivered to CITY and when used in accordance with this Agreement and the applicable order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable order or SOW (a "Claim").
- b. To the extent permitted by applicable law, CONSULTANT will have control of the defense and reserves the right to settle any Claim. CITY must notify CONSULTANT promptly of any Claim and provide reasonable cooperation to CONSULTANT, upon CONSULTANT's request and at CONSULTANT's cost, to defend such Claim. CONSULTANT will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. CITY may elect to participate in the defense of any Claim with counsel of its choosing at its own expense.
- c. If the products or deliverables are subject to a Claim of infringement or misappropriation, or if CONSULTANT reasonably believes the products or deliverables may be subject to such a Claim, CONSULTANT reserves the right, in its sole discretion, to: (i) replace the affected products or deliverable with non-infringing functional equivalents; (ii) modify the affected products or deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable order or SOW with respect to the affected CONSULTANT product or deliverable and refund to CITY any prepaid fees for the then-remaining portion of the order or SOW Term.
- d. CONSULTANT will have no obligation to indemnify, defend, or hold CITY harmless from any Claim to the extent it is based upon: (i) a modification to the CONSULTANT product or deliverable by anyone other than CONSULTANT; (ii) a modification made by CONSULTANT

pursuant to CITY's required instructions or specifications or in reliance on materials or information provided by CITY; (iii) combination with the products or deliverable with non-CONSULTANT software or data; or (iv) CITY's (or any authorized user of CITY) use of any products or deliverables other than in accordance with this Agreement.

e. This section sets forth CITY's sole and exclusive remedy, and CONSULTANT's entire liability, for any Claim that the products, deliverables or any other materials provided by CONSULTANT violate or infringe upon the rights of any third party.

f. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent, except in the event of sale, merger, stock purchase, or asset purchase of CONSULTANT. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective, except in the event of sale, merger, stock purchase, or asset purchase of CONSULTANT. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
10. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to

an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
23. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.
24. Licensing/Permitted Use
 - a. Intellectual Property Ownership. The CONSULTANT and its licensors own all IP Rights in the products. CITY and its authorized users have no right, title or interest in the products

other than the license rights expressly granted herein. All rights not expressly granted in the products are reserved by the CONSULTANT or its licensors.

- b. License to Products. The CONSULTANT hereby grants CITY a non-exclusive, non-transferable license to access and use the products identified in the order during the term set forth therein. In addition to the terms of this contract and the order, product-specific license terms applicable to certain of the products can be found at granicus.com/legal/licensing and are hereby incorporated into this contract by reference. The CONSULTANT reserves all right, title and interest in and to all CONSULTANT products, including all rights not expressly granted to CITY under this contract
- c. Third Party Contractors. CITY may permit its third-party contractors to access and use the products solely on behalf of and for the benefit of CITY, so long as: (i) such contractor agrees to comply with this contract as if it were CITY; (ii) CITY remains responsible for each contractor's compliance with this contract and any breach thereof; and (iii) all volume or transaction-based use of the products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the services rendered to CITY that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the products and uninstall and destroy all confidential or proprietary CONSULTANT information in its possession. CITY will certify compliance with this section in writing upon CONSULTANT's request.
- d. Data Sources. CITY may only upload data related to individuals that originates with or is owned by CITY. CITY shall not upload data purchased from third parties without CONSULTANT's prior written consent and list cleansing services provided by CONSULTANT for an additional fee. CONSULTANT will not sell, use, or disclose any personal information provided by CITY for any purpose other than performing services subject to this Agreement.
- e. Content. CITY can only use products to share content that is created by or owned by CITY and/or content for affiliated organizations, provided that use by CITY for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the products. CONSULTANT is not responsible for any content used, uploaded or migrated by CITY or any third party.
- f. Advertising. CITY shall not use products to promote products or services available for sale through CITY or any third party without CONSULTANT's prior written consent.
- g. Restrictions. CITY shall not:
 - (1) Use or permit any end user to use the products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the products to make unauthorized entry into any other device accessible via the network or products;
 - (2) Use the products as a door or signpost to another server;
 - (3) Disassemble, decompile, reverse engineer or make derivative works of the products;
 - (4) Rent, lease, lend, or host the products to or for any third party, or disclose the products to any third party except as otherwise permitted in this contract or an order or SOW;
 - (5) Use the products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal

- information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or
- (6) Modify, adapt, or use the products to develop any software application intended for resale which uses or competes with the products in whole or in part.

25. Representations; Warranties; Disclaimers.

- a. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- b. Warranties:
- (1) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.
 - (2) CONSULTANT warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.
 - (3) CITY's sole and exclusive remedy and CONSULTANT's sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 25.b.(1), the indemnity in Section 7 of this Agreement; and (ii) for a breach of the warranty in Section 25.b.(2) reperformance of the non-conforming Services, provided that CITY notifies CONSULTANT of a non-conformity in this Section during the thirty (30) day period following CONSULTANT's completion of the applicable Services.
- c. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

26. Limitation of Liability

- a. EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. IN NO EVENT, EXCEPT FOR CITY'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR CONSULTANT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7 (INDEMNIFICATION, DUTY TO DEFEND, AND HOLD HARMLESS.), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CITY TO CONSULTANT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CITY HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF CONSULTANT TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

27. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

- a. "Confidential Information" means all confidential and/or trade secret information of either party ("Disclosing Party"), including but not limited to: (i) CONSULTANT's products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party ("Receiving Party") or to which the Receiving Party gains access in connection with performance of the Services.
- b. Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.
- c. If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.
- d. The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.
- e. Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.
- f. Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

28. CITY Responsibilities.

- a. Content. CITY will be solely responsible for the Content submitted to the products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to CONSULTANT. CITY represents and warrants it has the legal right to provide the Content to CONSULTANT and that such use

or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. CITY grants CONSULTANT a limited, non-exclusive right during the Term to access and use the Content to provide the products and Services. Content does not include user feedback related to the products or Services, which CONSULTANT is free to use without any further permission or consideration to CITY. In addition, Content does not include data generated by use of the products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by CONSULTANT for any and all business purposes including diagnostics and system and product improvements.

- b. Data Backup and Protection. CITY will maintain a back-up of any data or data files provided to CONSULTANT. For certain products, CONSULTANT offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. CITY assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.
- c. Passwords. Sign-on credentials used to access the products are non-transferable. CITY is responsible for keeping all passwords secure and for all use of the products through CITY's sign in credentials.
- d. Cooperation. CITY will provide any assistance reasonably required by CONSULTANT to perform the Services, including timely review of plans and schedules for the Services and reasonable access to CITY's offices for Services performed onsite.
- e. Third-Party Technology. CITY will be responsible for securing all licenses for third party technology necessary for CONSULTANT to perform the Services (including the right for CONSULTANT to use such technology) and will be responsible for the performance of any third-party providing goods or services to CITY related to the Services, including such third party's cooperation with CONSULTANT.
- f. Support. Basic support and maintenance services provided to CITY for products ("Support") is included in the fees paid for the CONSULTANT product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. CONSULTANT may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Andrew Firestine, Director of Development Services

Betsy Sachs, Granicus, LLC

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

Scope of Work

A. General

Granicus LLC, a Minnesota limited liability company ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services in the implementation and ongoing administration of short-term vacation rental ("STVR") administration services ("Project").

B. Location

Contractor will provide services remotely. They may also lead community discussions virtually or in-person at City Hall located at 201 N Broadway, Escondido, CA 92025.

C. Services

Consultant to provide the following services related to a STVR program development, implementation, rollout, and monitoring through its software modules and as more particularly described in Exhibits 1, 2, and 3.

Task 1. STVR consulting

- Collection of baseline information for the purpose of developing an STVR program
- Conduct interviews and exercises with local policy makers and staff and assess public attitudes towards STVRs to present a comprehensive analysis of regulatory and enforcement priorities in a community
- Provide the EngagementHQ software and staff training
- Prepare report that synthesizes data to present a comprehensive analysis of regulatory and enforcement priorities in a community
- Produce draft STVR regulations and coordinate with staff on staff reports and presentations

Task 2. Create and maintain database of STVRs units

- Identify the addresses of the properties listed for STVR from all applicable STVR websites operating in Escondido
- Create and maintain a comprehensive inventory of all STVR and their hosts in the City of Escondido from all applicable STVR websites operating in Escondido and other applicable sources. The inventory shall include, but is not limited to, the listing URL, location, host name, property type, room type, maximum occupancy, number of bedrooms, rental frequency, rental rate, minimum/maximum stay, and TOT payments
- Regularly monitor STVR listings and update data accordingly
- Create a database with the data that can be exported and analyzed in GIS, CSV, excel or other program formats or platforms specified by the City sufficient for the City to use for outreach, monitoring and compliance purposes

Task 3. Register STVR units

- Collect applications for STVR housing
- Review applications and verify compliance with all applicable codes, license and tax requirements and statutes
- Maintain database of all registered STVR units.

ATTACHMENT "A"

Scope of Work

- Provide billing and remit information to all hosts

Task 4. Perform outreach

- Notify all hosts operating in the City of Escondido of the requirement to register and obtain all required authorizations and permits, business license, and pay all required taxes and fees
- Perform community outreach regarding the STVR program,
- program requirements, and how to register complaints
- Develop outreach materials and submit to the City for approval
- Coordinate with City staff regarding the operational requirements and complaint and enforcement process

Task 5. Conduct ongoing assessment of STVRs for compliance with City codes, requirements and statutes

- Monitoring of STVR properties for zoning and permit compliance on either a weekly basis or another frequency agreed upon by the City
- Advanced ability to precisely segment and target different types of letter recipients using an unlimited number of different form letter templates
- Cloud-based self-service letter template management system to give city staff the ability to manage and update letter templates and mailing criteria
- Always up-to-date list of STVRs operating illegally or not in compliance with zoning, permitting, nuisance issues, and records of all past attempts to bring the STVR into compliance

Task 6. Manage the payment of all taxes and fees

- Collect, process and submit to the City of Escondido all taxes and fees
- Pursue delinquent payments from hosts
- Assist with audits as needed
- Provide reports to City's Finance Department for account reconciliation purposes
- Provide monthly statistical reports on the volume, amounts, quantities and payment data
- Consolidated utilization and revenue estimates across listing platforms using advanced revenue, utilization, and tax fraud detection algorithms.
- Continuously updated list of STVR owners suspected of non- or underreporting taxes
- Other payment management services as needed

Task 7. Assist the City with all code enforcement activities

- Monitor STVRs for compliance with City codes, requirements and statutes. Prepare and submit on either a weekly basis or another frequency agreed upon by the City, a master list of STVR rental units known or suspected to be operating in violation of City codes, requirements or statutes. Track those STVRs that have been suspended or revoked to ensure they are not advertised or used for during the prohibition period
- Prepare and submit on either a weekly basis or another frequency agreed upon by the City, a master list of STVR units known or suspected to be operating in violation of City codes, requirements or statutes
- Reach out to non-registered, unpermitted and/or non-compliant STVR property owners
- Assist with other enforcement activities as needed
- Provide staffing for a 24-hour phone number/hotline to register complaints and
- for relaying/documenting that information to the City's Code Enforcement, and/or Police Department

ATTACHMENT "A" Scope of Work

- Have the capability to allow complainants to easily share evidence of alleged STVR ordinance violations (i.e. video, photo and audio evidence) through technology methods
- Real-time outreach to owners/managers of problem STVR properties (whenever owner's contact information is known)
- Full documentation of owner/manager outreach activities
- Automatic escalation of issues to emergency responders where required

Task 8. Coordinate with City staff

- Provide reports, analysis, documentation and access to online data as required
- Participate in-person meetings or calls with City staff on a periodic basis

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Andrew Firestine at 760-839-4556 or afirestine@escondido.org.

Estimated Timeline:

Timeline	Description
Week 1	<ul style="list-style-type: none">• Kick Off Call• Discovery & Requirements Gathering
Weeks 2-4	<ul style="list-style-type: none">• Assessor and permit data received• Address Identification Process Kicks Off
Weeks 5-16	<ul style="list-style-type: none">-Conduct staff training on EngagementHQ-Launch EngagementHQ-Commence public engagement and outreach process-Interview key staff and policy makers-Produce background conditions report-Draft STVR regulations
Weeks 17-20	<ul style="list-style-type: none">- Create framework for mobile permitting and tax collections- Finalize Compliance Monitoring letters- Establish lettering criteria- Midway satisfaction survey sent
Weeks 21-23	<ul style="list-style-type: none">• Finalize Mobile Permitting and Tax Collection work• UAT Testing with Project Champion• Stakeholder Training• 24/7 Hotline Created

ATTACHMENT "A"

Scope of Work

Weeks 24-26
 (GO Live & Hypercare)

- Go live satisfaction survey sent
- Introduction of your Customer Success Consultant
- Ongoing management plan established
- Rental Activity Monitoring module turned on

E. Contract Price and Payment Terms

The contract price shall not exceed \$ 35,307.50 for the first year of the contract, which reflects a prorated fee for certain subscription services that will performed once a STVR program has been adopted by ordinance by the City Council. The second and third years of the contract shall not exceed a price of \$21,653 each year. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services. If the City exercises its option to extend the contract, the price shall be \$21,153 each year for up to two years.

One-Time Fees

Solution/Module	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification – Set up and Configuration	Up Front	1 Each	\$0.00
Address Identification – Online Training	Up Front	1 Each	\$0.00
24/7 Hotline – Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline – Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring – Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring – Online Training	Up Front	1 Each	\$0.00
Rental Activity Monitoring – Online Training	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
Tax Collection - Setup and Configuration	Up Front	1 Each	\$0.00
Tax Collection - Online Training	Up Front	1 Each	\$0.00
STR Regulation Consulting	Up Front	1 Each	\$18,000.00
EHQ Standard Implementation	Up Front	1 Each	\$2,500.00

ATTACHMENT "A"

Scope of Work

EHQ Online Training Sessions	Up Front	1 Each	\$0.00
Subtotal			\$20,500.00

New Subscription Fees

Solution/Module	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
Address Identification	Annual	1 Each	\$4,275.00	\$4,275.00
24/7 Hotline	Annual	1 Each	\$1,140.00	\$475.00
Compliance Monitoring	Annual	1 Each	\$2,138.00	\$890.84
Rental Activity Monitoring	Annual	1 Each	\$2,850.00	\$1,187.50
Enhanced Short-Term Rental Registration Portal	Annual	1 Each	\$2,375.00	\$989.58
Enhanced Short-Term Rental Tax Collection Portal	Annual	1 Each	\$2,375.00	\$989.58
Mobile Permitting & Registration	Annual	1 Each	\$0.00	\$0.00
Tax Collection	Annual	1 Each	\$0.00	\$0.00
Engagement HQ Project	Annual	1 Each	\$6,000.00	\$6,000.00
Subtotal			\$21,153.00	\$14,807.50

Future Year Pricing

Solution/Module	Billing Frequency	Year 2 and 3	Option Year 4 and 5
Address Identification	Annual	\$4,275.00	\$4,275.00
24/7 Hotline	Annual	\$1,140.00	\$1,140.00
Compliance Monitoring	Annual	\$2,138.00	\$2,138.00
Rental Activity Monitoring	Annual	\$2,850.00	\$2,850.00
Enhanced Short-Term Rental Registration Portal	Annual	\$2,375.00	\$2,375.00
Enhanced Short-Term Rental Tax Collection Portal	Annual	\$2,375.00	\$2,375.00
Mobile Permitting & Registration	Annual	\$0.00	\$0.00
Tax Collection	Annual	\$0.00	\$0.00
Engagement HQ Project	Annual	\$6,000.00	\$6,000.00
Subtotal		\$21,153.00	\$21,153.00

The proposed annual prices also include all the cost of implementing and customizing the software and services, associated reporting, dashboards, data exports, and all training, support, maintenance, telephone, and software licensing fees. There is no separate pricing for yearly maintenance, data conversion, training costs, or any other associated costs, nor is there an implementation cost

F. Term

ATTACHMENT "A"

Scope of Work

The term of this Agreement shall be three years. The City, in its sole discretion, has two options to renew on a one-year basis.

Exhibit 1 – Granicus Response to RFP No. 23-05

Exhibit 2 – Proposal dated 11/30/22

Exhibit 3 – Service Level Agreement



GRANICUS

Request for Proposal No. 23-05 for Short
Term Rental Administration

Response prepared for
the City of Escondido, CA

Response Submitted by Granicus
Proposal Contact: Betsy Sachs
Betsy.Sachs@granicus.com

Submitted on
September 29, 2022





September 29, 2022

City of Escondido, CA
Attn: Pedro Cardenas
201 N. Broadway
Escondido, CA 92025

Subject: RFP No. 23-05 – Short Term Rental Administration

Dear Pedro Cardenas:

We are excited about the opportunity to partner with the City of Escondido. Based on the background information provided in the RFP, and our extensive experience delivering these services and software to hundreds of cities and counties across North America (including other communities in Southern California such as Encinitas, Dana Point, Chula Vista, Temecula, and Murrieta), we believe we are uniquely qualified to perform the work described and well-positioned to help the City achieve its short-term rental ("STR") administration goals.

Our analysis of Escondido's local market shows that, like many of your neighbors, the City's STR market is incredibly dynamic. To be specific: when we analyzed the STR market one year ago, we found 100 active listings. Today, we find 137 active STR listings. This means that in just ONE YEAR, STR listings in Escondido grew by 37%!

Moreover, this net growth rate doesn't tell the whole story, and hides the fact that during the same one-year period: 68 listings were deactivated, 10 listings were reposted, and 95 new listings were created, resulting in a 57% annual turnover rate. **This means that only 45% of the listings currently active were found online at this time last year, and that the City would have had to identify 205 listings over the course of the year.**

At the core of our govService Host Compliance product offering, we have our Address Identification module, which powers our full suite of modules to help manage the many challenges posed by short-term rentals. We monitor 70+ STR websites, deduplicate listings, and leverage machine learning coupled with a team of more than 200 human analysts to provide our clients with an online dashboard with complete address information and screenshots of all identifiable short-term rentals.

We're confident that the govService Host Compliance solution is the best fit for the City of Escondido. Along with providing amazing customer service, our performance track record has led Granicus to become the leader in solutions that support government transparency and civic engagement.¹

In this response, we'll introduce Granicus and confirm our understanding of the project, and address each point requested in the Scope of Services and Deliverables (Section C of the RFP). After that, you'll find our Qualifications and Experience, Rate Sheet, and Schedule for Completion.

Thank you for the opportunity to present this proposal.

Sincerely,

Betsy Sachs
Territory Manager, Host Compliance
720-770-5578 | Betsy.sachs@granicus.com



About Us

THE GRANICUS ADVANTAGE

More municipalities rely on Granicus technology than any other short-term rental monitoring software provider. Granicus provides a one-stop-shop for solutions relating to the unique needs of communities – combining pre- during- and post-ordinance monitoring into one integrated platform.

Granicus also offers added functionality across content creation, communications, records management, and digital engagement services. That means more is possible with a single vendor than ever before.

HOW OUR COMPANY IS ORGANIZED

Granicus is an LLC-P (Partnership). We currently have over 975 FTEs and support over 6,500 accounts. Granicus and govDelivery were both independently founded in 1999 and merged in 2016. Other acquisitions include:

- Novusolutions in 2017, which expanded our meeting and agenda management offerings
- Vision in 2018, which expanded our offerings to CMS and website design
- IQM2 in 2018, which further expanded our meeting and agenda management offerings
- SouthTech Systems in 2018, which expanded our records management offerings
- Firmstep in 2019, which provided us with a new Civic Engagement Platform
- **Host Compliance in 2019**, which provided us with a new line of business monitoring and managing short term rentals for local governments
- Calytera in 2020, which allows us to provide Digital PCL & FOI services
- **BangTheTable** in 2021, which expanded our community engagement offerings
- OpenCities in 2021, which further expanded our CMS and Website Services offerings
- GovQA in 2021, which brought a new Public Request Management offering into our portfolio (CPRA)

OFFICE LOCATIONS

Washington D.C.

1152 15th Street NW, Suite 800
Washington, DC 20005
800.314.0147

Denver (HQ)

1999 Broadway, Suite 3600
Denver, CO 80202
800.314.0147

Saint Paul (Contracts and Payment)

408 St. Peter St, Suite 600
Saint Paul, MN 55102
800.314.0147

Canada

250 City Centre Ave, Suite 806
Ottawa ON K1R 6K7
800.314.0147

United Kingdom

The Beehive, City Place,
Gatwick, RH6 0PA
+44 (0) 800.032.7764

Website: www.granicus.com

FEIN #: 41-1941088

¹Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 120 days.

Project Understanding

OVERVIEW OF PROPOSED SOLUTION

Granicus provides a one-stop-shop for solutions relating to the unique needs of communities – combining pre-, during-, and post-regulation monitoring into one integrated platform. We serve more than 400 local governments with short-term rental (“STR”) program management software today and have developed a deep understanding of what works, and what does not, when it comes to enforcing STR regulations.

Our deep expertise, customer focus, and data-driven approach to innovation enable us to help you quickly augment your existing processes with an integrated, cost-effective short-term rental administration solution that has been proven through widespread use in local governments.

Granicus' 100% cloud-hosted software solutions were designed specifically for governments like yours to spend less time managing the manual aspects of the short-term rental administration process and more time engaging important stakeholders in productive ways.

We do this by providing our clients with all the software necessary to streamline and automate everything from identifying short-term rental properties to paperless tax payment and collection. Our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible.

OUR ANALYSIS OF ESCONDIDO'S MARKET

In order to meet the requirements of the City of Escondido's RFP for Short Term Rental Administration, we propose bundling our **Address Identification** solution, which forms the basis for the Host Compliance platform, with our **Compliance Monitoring, Permitting and Registration, Tax Collection, Hotline, and Rental Activity Monitoring** modules. The package would meet all the specifications in the RFP including the location, identification, and compliance verification of all STRs.

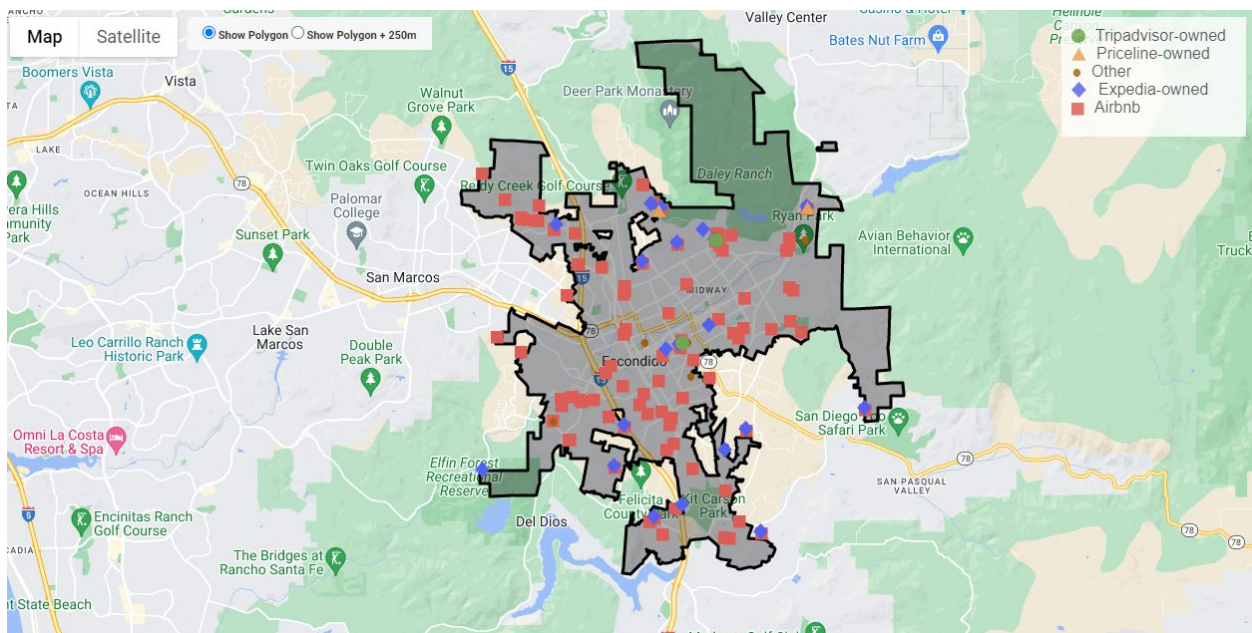


Figure 1 - Escondido's local market shows that the STR market is incredibly dynamic, with 137 active listings.



Address Identification: Enables communications with hosts and powers our full suite of modules to help manage the additional challenges posed by short-term rentals. We monitor 70+ STR websites, deduplicate listings, and leverage machine learning coupled with a team of more than 200 human analysts to provide our clients with an online dashboard with complete address information and screenshots of all identifiable short-term rentals. Activity is updated every 3 days through website scanning, and data can be exported into Microsoft Excel or CSV files.

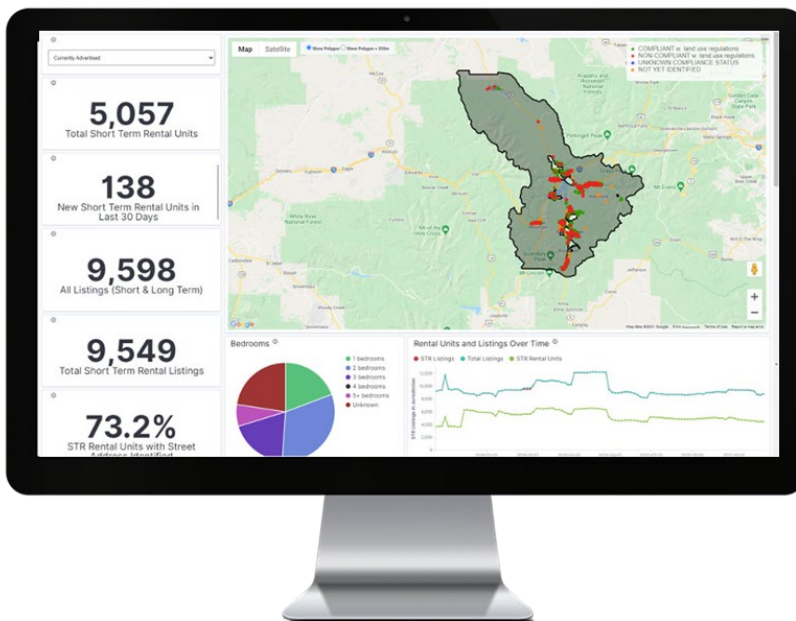


Figure 2 - The data and screenshots are made available to authorized users in an easy-to-use online dashboard and records management system and easily exported in Microsoft Excel or CSV file formats.

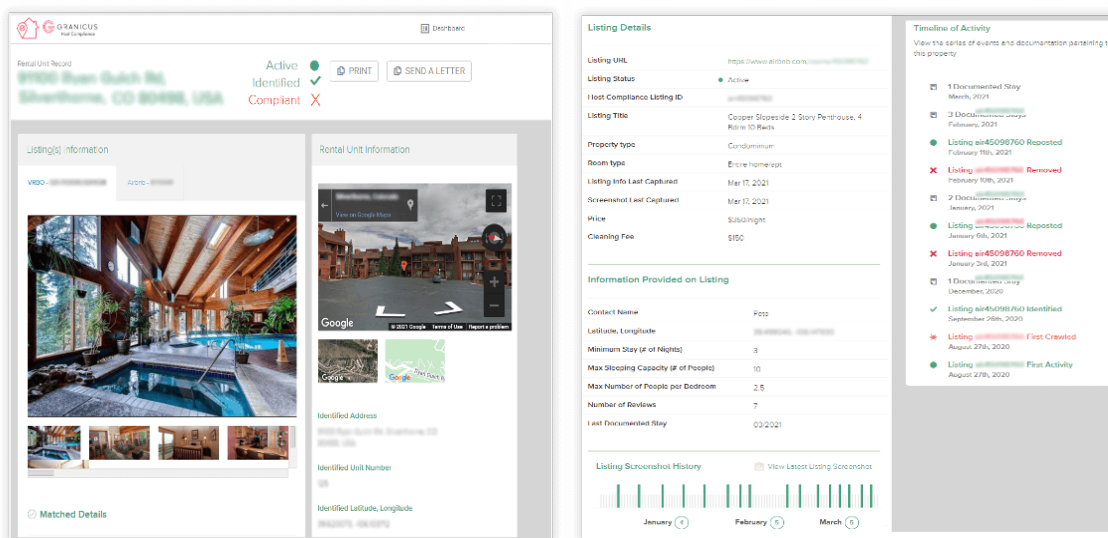


Figure 3 - Rental Unit Record - detailed analysis of individual rental units including listing details such as, property type, price per night, cleaning fees, min. night stay, max occupancy and more!



Compliance Monitoring: Ongoing monitoring of STRs for zoning and permit compliance, coupled with systematic outreach to illegal short-term rental operators. This also provides the rationale and evidence that is critical if there is ever a dispute with a homeowner over the availability of his/her property for vacation rental.

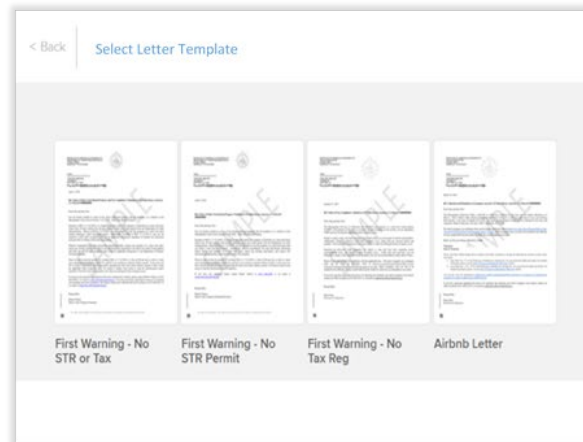
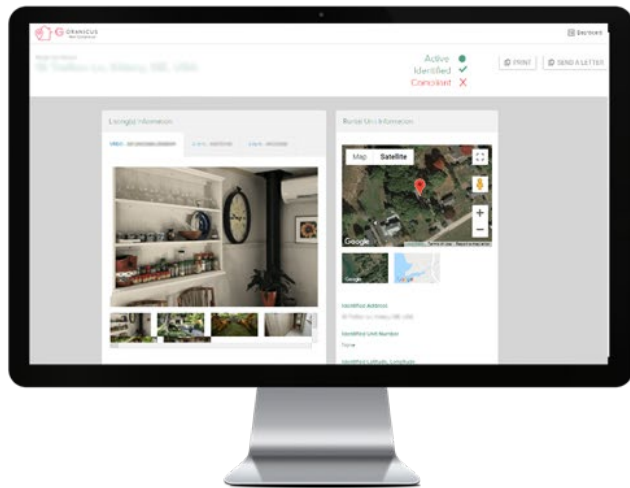


Figure 4 - Stay in control and save time by sending your enforcement letters with the click of a button.

Host Compliance Letters groeme.dempster

Quick Search Showing 1 to 50 of 99 entries

Add or Remove Filters

Has an Advertised Listing (Any) Meets STR Definition (Any) Property is now in compliance (Any) Land Use Compliance Status (Any) USPS Delivery Status (Any) Mailing Date (Any)

Letter ID	Letter	Mailing Date	Recipient Status	USPS Delivery Status	Parcel Number	Unit Number	Recipient Name	Recipient Address	Property Address	Has an Advertised Listing	Meets STR Definition	Land Use Compliance Status	Returned	Letter was sent to correct recipient	Property is now in compliance	Rental Unit Record(s)	Report Issue	Add/View Comments
187198	First No Permit Letter	2021-04-15 08:00 PM	Delivered	Delivered	106		Stacy Pobatschnig	989 Tahoe Boulevard #25U, Incline Village, NV 89451, US	8 Water St, Kittery, ME	Yes	Yes	NON-COMPLIANT: Assessor record identified and we don't find a registration	No	Yes	No	Rental Unit Record	Report Issue	
186792	Second Warning No Permit Letter	2021-04-08 08:00 PM	Delivered	Delivered	1532A		Stacy Pobatschnig	PO Box 8, Conway, NH 03816, US	13 Cromwell St, Kittery, ME	No	Yes	COMPLIANT: No longer advertised	No	Yes	Yes	Rental Unit Record	Report Issue	
123043	First No Permit Letter	2021-02-07 07:00 PM	Returned	Delivered	5211		Ulrik Binzer	901 Crest Ridge Dr, Atlanta, GA 30344, US	6 Pocahontas Road, Kittery Point, ME	Yes	Yes	NON-COMPLIANT: Assessor record identified and we don't find a registration	Yes	Yes	No	Rental Unit Record	Report Issue	Address needed to be updated for current owner
173041	First No Permit Letter	2021-02-07 07:00 PM	Invalid Recipient	Delivered	492	3	Stacy Pobatschnig	8368 N Dodge, Boise, ID 83714, US	12 Dame St, Unit 3, Kittery, ME	Yes	Yes	COMPLIANT: There is a valid registration	No	No	Yes	Rental Unit Record	Report Issue	
121682	First No Permit Letter	2021-01-31 07:00 PM	Delivered	Delivered	6422		Kate Springer	463 Ashwood Place, Boca Raton, Florida 33431, US	10 Thaxter Lane, Kittery Point, ME	Yes	Yes	NON-COMPLIANT: Assessor record identified and we don't find a registration	No	Yes	No	Rental Unit Record	Report Issue	
121568	First No Permit Letter	2021-01-26 07:00 PM	Delivered	Delivered	1532A		Stacy Pobatschnig	989 Tahoe Boulevard #25U, Incline Village, NV 89451, US	13 Cromwell St, Kittery, ME	No	Yes	COMPLIANT: No longer advertised	No	Yes	Yes	Rental Unit Record	Report Issue	
188761	First No Permit Letter	2021-01-05 07:00 PM	Invalid Recipient	In Local Area	396		Lacy Christopherson	PO Box 353, Georgetown, ID 83239, US	16 Trafton Ln, Kittery, ME	No	Yes	COMPLIANT: No longer advertised	No	No	Yes	Rental Unit Record	Report Issue	

Figure 5 - Complete history of letters sent including delivery status and the effectiveness of your outreach by automatically updating the compliance status.



Mobile Permitting and Registration: Fully configurable processes to meet your specific registration requirements. Make your STR registration processes available online and mobile-enabled, easy, and accessible. Guide applicants through what can otherwise be complex permitting workflows, with easy-to-read instructions and navigation. Bulk registration is supported if applicants have multiple properties to add. Online payments can be accepted and processed through an integrated third-party payment processor, Stripe.com.

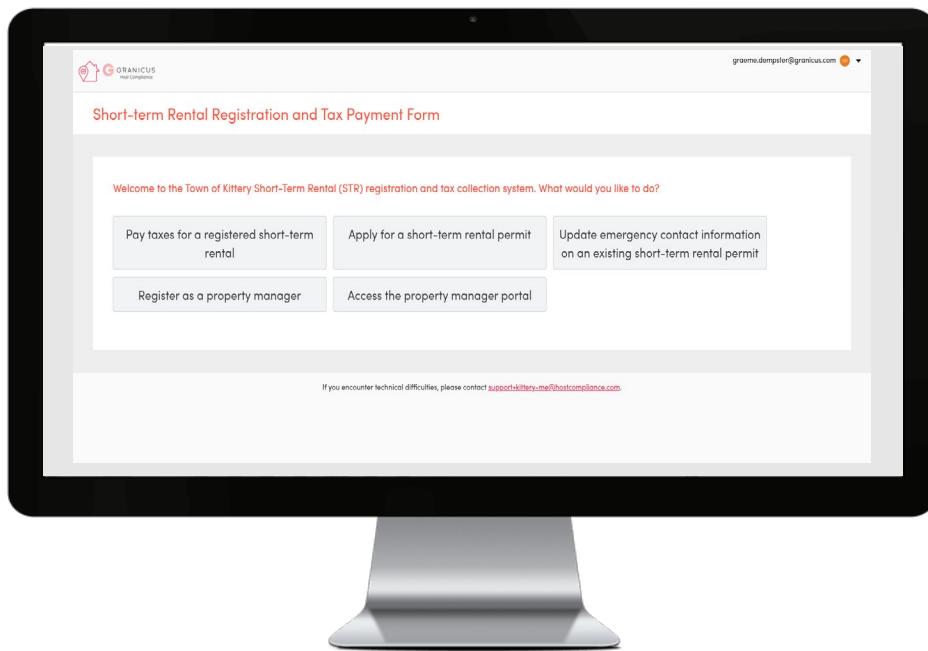


Figure 6 - Simplify permitting and registration processes for residents and significantly reduce the administrative costs on the backend.

Source	Parcel Number	Registration Number	Registered Address	Registered Unit Number	Permit Holder Name 1	Contact Email	Emergency Contact Phone	Signature	Documentation	Status Review	Created Date	Rental Unit Record(s)	Multiple Permits on a Parcel	Status	Add/View Comments
registration_syst_em	1624	TEST21-0016	65 Woodlawn Ave, Kittery, ME 03904, USA		Kate S	kate.springer@granicus.com	5555555555	Katherine Springer	Site plan Utility bill, dated in last 3 months	New	2021-05-17 07:53 AM		No	Active	
registration_syst_em	3026	TEST21-0017	8-10 Trefeltham Ave, Kittery, ME 03904, USA		Kate Spr					New	2021-05-17 07:56 AM		No	Active	Illegal parking
registration_syst_em	4156	TEST21-0015	28 Main St, Kittery, ME 03904, USA		Kate Spr					New	2021-04-27 03:32 PM		No	Pending Approve or Deny	
registration_syst_em		PM-4713186			Kate S					New	2021-04-27 09:56 AM		Yes	Active	
registration_syst_em	103	TEST21-0008	144 Whipple Rd, Kittery, ME 03904, USA		Matt Meisner	matt.meisner@granicus.com	612708157	Matt Meisner		New	2021-04-20 02:34 PM		No	Active	
management_console	548	TEST21-0014	45 Wilson Rd, Kittery, ME 03904, USA		Andrew Meggs	andrew.meggs@granicus.com	6434093263			New	2021-04-23 01:11 PM		No	Active	test
registration_syst_em	552	TEST21-0013	Holey Rd, Kittery, ME, USA		Andrew Meggs	andrew.meggs@granicus.com	6434093262	Andrew Meggs		New	2021-04-23 12:33 PM		No	Pending Approve or Deny	Comment test
registration_syst_em	554	TEST21-0009	27 Main St, Kittery, ME 03904, USA		Mike Bozich	mike.bozich@granicus.com	9707089596	Michael Bozich		New	2021-04-20 02:34 PM		No	Active	
management_console	6421	TEST20-0036	14 Thaxter Ln,		Graeme	graeme.dempster	5195896761		Driver's license	Approved	2020-08-13	Chu7RY13-	No	Active	

Figure 7 - Easily manage the review and approval/denial process on a single screen.



Tax Collection: Make tax reporting and collection easy for hosts and staff to submit and review online. Automate penalties, interest calculations, reminders, and prompt owners for unreported periods and collect on back taxes. Property owner can enter payments received in person or by mail, from a variety of devices. Data is updated daily and can be exported into CSV files. Bulk tax remittance is supported.

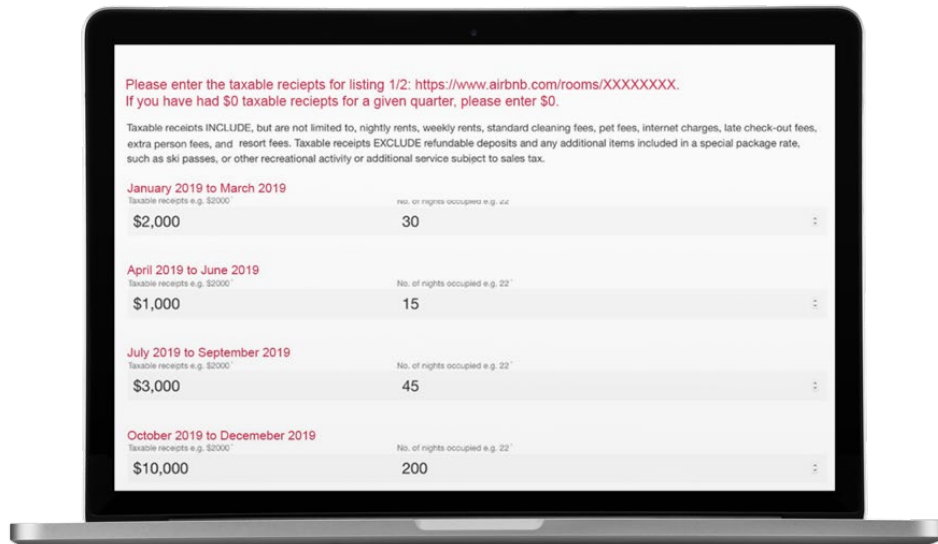


Figure 8 - Simplify your tax collection process and significantly reduce the administrative costs on the backend

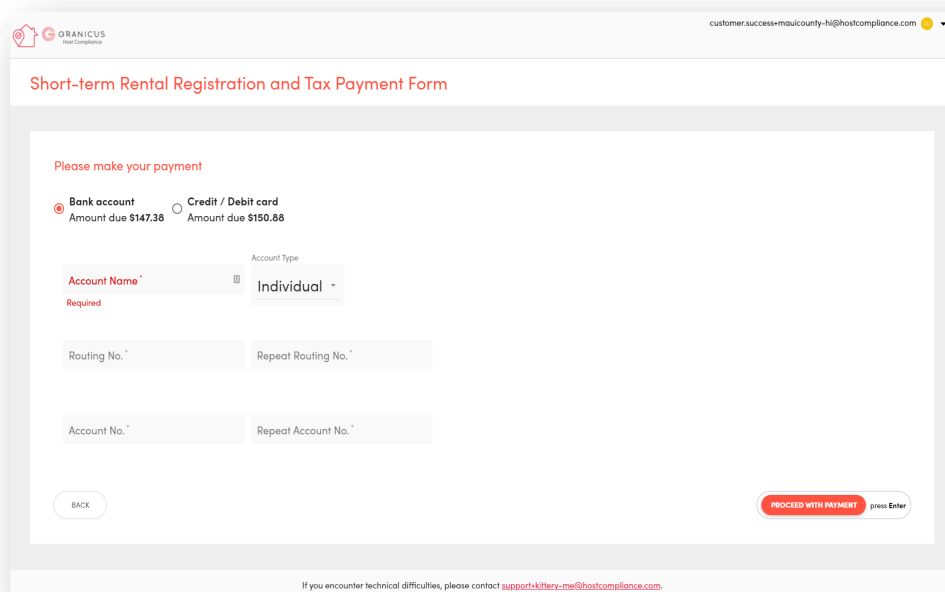


Figure 9 - Collect payment for hotel/occupancy/tourist tax online through secure payment portal and have it deposited in the account of your choosing.



24/7 Hotline: Make it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour. Improve response time with real-time outreach to the emergency contacts and escalate as designated. Communicate via text & by phone to 24/7 emergency contacts. Receive an email for every complaint received, with a recording of the phone call and full documentation including photos, video and/or audio recordings, etc.

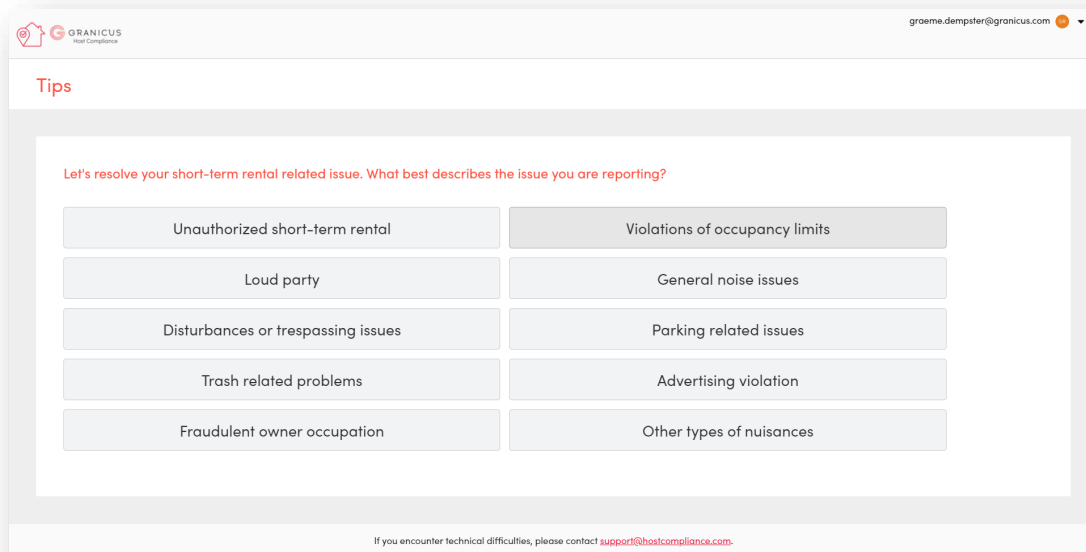


Figure 10 - Enable residents to report, prove, and resolve non-emergency problems any day, any time.

The screenshot shows a dashboard for 'Host Compliance' with a 'Short-term Rental Hotline' filter. It displays a table of call and complaint history with the following columns: Call Time, Caller Name, Caller Callback Phone, Call Recording, Reported Address, Reported Issue, Complaint Type, Unit Permit/Registration Number, Unit Emergency Contact Number, Caller Requested Notification of Unit Emergency Contact, Caller Requested Automatic Callback, Caller Indicated Problem Resolved, Caller Transferred to Police, Caller-Provided Evidence, Source, Status of Complaint, and Add/View Comments.

Call Time	Caller Name	Caller Callback Phone	Call Recording	Reported Address	Reported Issue	Complaint Type	Unit Permit/Registration Number	Unit Emergency Contact Number	Caller Requested Notification of Unit Emergency Contact	Caller Requested Automatic Callback	Caller Indicated Problem Resolved	Caller Transferred to Police	Caller-Provided Evidence	Source	Status of Complaint	Add/View Comments
2021-05-23 11:26 PM	Emily Stewart	(615) 582-8081	Call Recording	., .	Nuisance at a Short-term Rental; other: "She doesn't know the address. She got a voicemail from this number. Please call."	Other Complaints			Yes	Yes	No	Yes		hotline	New	
2020-10-29 02:31 PM	Jasmine Sivka	(970) 471-6649	Call Recording	145 Peppercorn Rd, Kithery, Maine	Nuisance at a Short-term Rental; loud party; Caller is stating that there is a large party outside. Please contact back! Thank You!	Noise	TEST20-0046	(970) 471-6649	Yes	Yes	Yes	No		hotline	New	
2021-07-11 12:30 PM	Tono Weeks	(949) 395-6020	Call Recording	1201 Hendus Lane, Estes Park, Colorado	Nuisance at a Short-term Rental; loud party; Caller stated she called last night at 11:30 regarding a party from 11:00pm to 2:30am at: 1201 Hendus Lane, Estes Park, Colorado, 80517 and wanted to make sure there was not a repeat.	Noise			Yes	Yes	Yes	No		hotline	New	
2019-12-23 04:15 PM	David Marcus	(203) 233-9940	Call Recording	788 8th Avenue, San Francisco, California	Nuisance at a Short-term Rental; noise. He is calling regarding them having loud party since last night and is still	Noise			Yes	Yes	Yes	No	1. Caller-Provided Evidence 1	hotline	New	

Figure 11 - Complete history of all calls and online reported complaints, including call recordings and any supporting evidence provided by the complainant.



Rental Activity Monitoring: Provides you with estimated up-to-date list of occupancy and rental revenue for each property based on machine learning modules unique to govService Host Compliance. Automatically identify audit candidates who are under-reporting on taxes or exceeding occupancy regulations.

Revenue Estimate for +WmwWqzb07D5sk4N (24 Bayview Lane, Kittery, ME, USA)

Host Compliance Rental Unit ID	Address	Unit Number	Parcel Number	Time Period	Average Nightly Rate (USD)	Documented Number of Stays	Documented Nights Occupied	Estimated Nights Occupied	Documented Gross Revenue (USD)	Estimated Gross Revenue (USD)	Estimated Non-Advised Gross Revenue (USD)	Maximum Possible Gross Revenue (USD)	Maximum Possible Non-Advised Gross Revenue (USD)	Reported Revenue (USD)	Land Use Compliance Status
WmwWqzb07D5sk4N	24 Bayview Lane, Kittery, ME, USA		279	2021 Q2	\$48.45	10	20	37	\$2,828.00	\$5,499.00	\$0.00	\$11,327.00	\$0.00	None reported	NON-COMPLIANT: Assessor record identified and we don't find a registration.
WmwWqzb07D5sk4N	24 Bayview Lane, Kittery, ME, USA		279	2021 Q1	\$139.53				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	None reported	NON-COMPLIANT: Assessor record identified and we don't find a registration.
WmwWqzb07D5sk4N	24 Bayview Lane, Kittery, ME, USA		279	2020 Q4	\$139.53	6	12	40	\$1,674.00	\$5,581.00	\$0.00	\$11,837.00	\$0.00	None reported	NON-COMPLIANT: Assessor record identified and we don't find a registration.
WmwWqzb07D5sk4N	24 Bayview Lane, Kittery, ME, USA		279	2020 Q3	\$129.52	12	24	49	\$1,908.00	\$6,346.00	\$0.00	\$11,996.00	\$0.00	None reported	NON-COMPLIANT: Assessor record identified and we don't find a registration.

Figure 12 - Detailed breakdown of occupancy/rental frequency by short-term rental units including total Documented and Estimated nights occupied.

Host Compliance

Short-term Rental Audit

Please provide screenshot to validate the revenue you have just reported for the listing 1/2: <https://www.airbnb.com/rooms/XXXXXXXX>.

Nearly all online rental platforms provide various types of documentation. For example: https://www.airbnb.com/users/transaction_history?bwc=1#tax-report

Validation Documentation

(We will accept: PDF, PNG, JPG, JPEG, GIF, TIFF)

BACK NEXT press Enter

If you encounter technical difficulties, please contact support@granicus.com.

Figure 13 - Streamline the audit process by requesting all backup information through simple, interactive online forms – hosts can easily upload STR revenue statements to verify rental activity.



OPTIONAL: Online Engagement Platform: Provides the opportunity to give vastly more people access to information and enable them to have their say at a convenient time and place. It is the foundation for **inclusive, transparent, and measurable** community engagement processes that empower collaborative learning, discussion, and debate.

Our engagement platform, **EngagementHQ**, is a dedicated public participation platform to manage everything you need from consultation to collaboration. Turn community input into valuable insights, remove barriers to engagement, and reduce the time to a decision. EngagementHQ is a great addition to your outreach toolbox by supporting in-person outreach and serving as a project hub.

Make informed decisions – Purpose-built analytics let you see who is informed, aware, or engaged with your project. You can categorize responses, identify areas of interest, determine critical issues and missing demographics, and tailor outreach accordingly.

Get more people involved – Go beyond talking to the same ten people and meet participants where they are with embeddable and purpose-built engagement tools, social sharing, meeting streaming, smart search, and private and public participation modes.

- See how Steamboat Springs, CO used EngagementHQ to provide a hub of information and feedback opportunities for their Short-Term Rental project: <https://www.engageteamboat.net/str>

Report back to your community – EngagementHQ doesn't just organize your community engagements - it delivers what you need to execute them end-to-end.

Save time and resources – Compile a unified view of your community and streamline internal review and approvals processes with draft sharing, templates, and project previews. Access best-practice guides, dedicated helpdesk, 24/5 support, and trained moderators.

Fast-track moderation and security – Real human moderators protect you, your team, and your community against inappropriate behavior. Our unwavering commitment to accessibility and security means you can focus on building connections while we focus on compliance.





Scope of Services and Deliverables

The following pages address each point listed in Section C of the RFP.

Phase 1: Collection of Baseline information, conceptual program development, and initial public outreach		
Requirement	Included or Optional	Feature/Comments
1. Create and maintain a database of short-term rental units	Included	Address Identification will capture database of STRs. <i>Optional: EngagementHQ can provide public engagement and optional consulting service to draft regulations.</i>
Phase 2: Adoption and implementation of the preferred option identified in Phase 1, including creation and maintenance of database and short-term rental registration, and continued public outreach		
Requirement	Included or Optional	Feature/Comments
2. Register short-term rental units	Included	Mobile Permitting/Registration
3. Perform outreach	Included	Compliance Monitoring/Outreach to STR operators
Phase 3: On-going program management, including the payment of all taxes and fees, assistance with code enforcement activities, and continued coordination with staff.		
Requirement	Included or Optional	Feature/Comments
4. Conduct ongoing assessment of short-term rentals for compliance with City codes, requirements, and statues	Included	Address Identification and Compliance Monitoring
5. Manage the payment of all taxes and fees	Included	Tax Collection and Rental Activity Monitoring
6. Assist the City with all code enforcement activities	Included	24/7 Hotline
7. Coordinate with City staff	Included	Standard Granicus Practice
Task 1. Create and maintain database of short-term rental units		
Requirement	Included or Optional	Feature/Comments
Collection of baseline information for the purpose of developing the program	Optional	Development and delivery of a Background Conditions Report, which is a ten-page report that synthesizes Host Compliance data, interviews and exercises with local policy makers and staff, and public attitudes to present a comprehensive analysis of regulatory and enforcement priorities in a community.



Conceptual development of how an STR program could be implemented in the City of Escondido that may serve as a point of discussion with the City Council in a study session and with the community through a series of community meetings	Optional	See EngagementHQ project overview on page 11.
Conduct public outreach on conceptual options, leading to the selection of a preferred option	Optional	See EngagementHQ project overview on page 11.
Identify the addresses of the properties listed for short-term rental from all applicable short-term rental websites operating in Escondido	Included	Address Identification scans over 70 STR platforms for listings, deduplicates them, and identifies the addresses of listings. Our platform takes high-resolution screen shots of all active listings no less than every 3 days and provides full address and contact information for identifiable STR listings and all available listing information for non-identifiable STR listings, as well as other information, collecting over 150 data points.
Create and maintain a comprehensive inventory of all short-term rentals and their hosts in the City of Escondido from all applicable short-term rental websites operating in Escondido and other applicable sources. The inventory shall include, but is not limited to, the listing URL, location, host name, property type, room type, maximum occupancy, number of bedrooms, rental frequency, rental rate, minimum/maximum stay, and TOT payments	Included	
Regularly monitor short-term rental listings and update data accordingly	Included	
Create a database with the data that can be exported and analyzed in GIS, CSV, excel or other program formats or platforms specified by the City	Included	Filter and sort data on more than 150 data points and segment short-term rental listings by all relevant dimensions including zip/postal code, usage type, and property type. Host Compliance's data can also be filtered, segmented, and analyzed by listing platform, compliance status, # of bedrooms and bathrooms, maximum advertised occupancy, minimum # of nights available for rent, host Name/ID, first and last review dates, the date the property was first active, nightly rental rate, and many more. All reports can be configured and exported as Excel/CSV files.
Database should be sufficient for the City to use for outreach, monitoring, and compliance purposes	Included	
Task 2. Register short-term rental units		
Requirement	Included or Optional	Feature/Comments
Collect applications for short-term rental housing	Included	Host Compliance builds tools for local governments that help them streamline the registration process and guide applicants through what could otherwise be complex permitting workflows.



Review applications and verify compliance with all applicable codes, license and tax requirements and statutes	Included	Easily review and approve or deny applications by cross-referencing documentation with compliance information. Confirmation emails are automatically sent to applicants during review. Printable PDF with Registration # and Expiration automatically emailed upon approval. Ability to perform follow-up outreach to properties who do not submit sufficient documentation. Staff explanation included in automatic email notification for denied applicants. Configurable review status (e.g., Department Reviews).
Maintain database of all registered short term vacation rental units.	Included	Permit data, once approved, is kept under the "registrations" page in the software and integrated with reports throughout the Address Identification module as well.
Provide billing and remit information to all hosts	Included	We provide integrated payment options for residents and allow for online payment collection (e.g., Credit Card, Debit Card and ACH). All payments are processed through an integrated third-party payment processor, Stripe.com, which is PCI compliant.
Task 3. Perform outreach		
Requirement	Included or Optional	Feature/Comments
Notify all hosts operating in the City of Escondido of the requirement to register and obtain all required authorizations and permits, business license, and pay all required taxes and fees	Included	Compliance Monitoring helps ensure that everyone plays by the rules, that operators are educated, compliance is constantly monitored, cases of suspected non-compliance are thoroughly investigated, and the operators who fail to follow the rules are notified.
Perform community outreach regarding the short-term vacation rental program, program requirements, and how to register complaints	Included	Send property owners direct mail communications to make them aware of your STR regulations and requirements
Develop outreach materials and submit to the City for approval	Included	Get access to best practice communications that can be optimized for the best compliance results. We can supply examples of many letters that have been leveraged by jurisdictions around the country to communicate any number of messages with local STR operators, including "initial warning" letters, "notice of violation" letters, "renewal" letters, and more. The wording and format of these letters can be configured and the letters themselves placed on City letterhead.



Coordinate with City staff regarding the operational requirements and complaint and enforcement process.	Included	Our systems categorize all data points and compare them against your regulation requirements. We then automatically classify, and label all advertised short-term rental units for outreach based on their compliance status.
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Task 4. Conduct ongoing assessment of short-term rentals for compliance with City codes, requirements, and statues

Requirement	Included or Optional	Feature/Comments
Monitoring of short-term rental properties for zoning and permit compliance on either a weekly basis or another frequency agreed upon by the City	Included	Compliance Monitoring includes ongoing monitoring of STRs for compliance (categorized as fully compliant, partially compliant, or non-compliant properties), weekly compliance reporting.
Advanced ability to precisely segment and target different types of letter recipients using an unlimited number of different form letter templates	Included	You can upload as many different letter templates into the Compliance Monitoring module as you require, which are each sent based on pre-determined criteria through Host Compliance reporting.
Cloud-based self-service letter template management system to give city staff the ability to manage and update letter templates and mailing	Included	At any time, the City may send our team letter template updates and edits to be reflected in the Compliance Monitoring module.
Always up-to-date list of short-term rentals operating illegally or not in compliance with zoning, permitting, nuisance issues, and records of all past attempts to bring the short-term rental into compliance	Included	Comprehensive monitoring and reporting for all proactive and reactive compliance outreach is included in the all-in-one dashboard. This includes newly listed compliant and non-compliant short-term rentals as their status changes.

Task 5. Manage the payment of all taxes and fees

Requirement	Included or Optional	Feature/Comments
Collect, process, and submit to the City of Escondido all taxes and fees	Included	The Tax Collection module fully supports the collection of taxes and fees by STR operators and keeps a record of all payments in the Host Compliance system.
Pursue delinquent payments from hosts	Included	Rental Activity Monitoring helps identify and facilitate the tax auditing and collection process from properties who may be underreporting.
Assist with audits as needed	Included	Custom reports and analysis to support tax audits and other STR-related investigations.
Provide reports to City's Finance Department for account reconciliation purposes	Included	Reconciliation reports go out regularly as payments are processed by Stripe, and reports in the Host Compliance system are updated daily and can be manipulated as necessary and downloaded at any time from the Host Compliance software.



Provide monthly statistical reports on the volume, amounts, quantities, and payment data	Included	This information, found in the "Payments" portion of the software, and reflects payments as they are made in real time. This information can be segmented by any number of criteria, including by date of payment.
Consolidated utilization and revenue estimates across listing platforms using advanced revenue, utilization, and tax fraud detection algorithms.	Included	Rental Activity Monitoring allows you to monitor rental occupancy/rental frequency violations. Identify occupancy/rental frequency violations by STR listings for signs of rental activity. Reliable evidence of Documented Stays and Documented Nights Occupied. Proprietary algorithm to calculate Estimated Nights Occupied
Continuously updated list of short-term rental owners suspected of non- or underreporting taxes	Included	This data can be viewed in our "Audit Discovery" section of the software, which is included in Rental Activity Monitoring, where we provide estimated occupancy and rental revenue for each property.
Other payment management services as needed	Optional	Additional scoping may be required.
Task 6. Assist the City with all code enforcement activities		
Requirement	Included or Optional	Feature/Comments
Monitor short-term rentals for compliance with City codes, requirements and statutes. Prepare and submit on either a weekly basis or another frequency agreed upon by the City, a master list of short-term vacation rental units known or suspected to be operating in violation of City codes, requirements or statutes. Track those STVRs that have been suspended or revoked to ensure they are not advertised or used for during the prohibition period	Included	Properties in the system can be identified based on their "compliance" status with your local code requirements and regulations. This is configured according to every customer's regulatory needs. Additionally, throughout the software you can leave case notes, upload pictures and documents, and add additional details for collaboration across enforcement teams.
Prepare and submit on either a weekly basis or another frequency agreed upon by the City, a master list of short-term rental units known or suspected to be operating in violation of City codes, requirements or statutes	Included	This information is constantly updated in many places in the Host Compliance system.
Reach out to non-registered, unpermitted and/or non-compliant short-term rental property owners	Included	This is the core functionality of the Compliance Monitoring module.
Assist with other enforcement activities as needed	Optional	Additional scoping may be required.



Provide staffing for a 24-hour phone number/hotline to register complaints and for relaying/documenting that information to the City's Code Enforcement, and/or Police Department	Included	Our 24/7 telephone hotline and online complaint resolution service allows neighbors to report non-emergency STR problems, submit evidence, and initiate automatic follow-up activities. We gather photo and video evidence of non-compliance to facilitate an evidence-backed citation. Stay updated with detailed reports and dashboards that track all short-term rental related complaints both in real-time and over time.
Have the capability to allow complainants to easily share evidence of alleged short-term vacation rental ordinance violations (i.e. video, photo and audio evidence) through technology methods	Included	
Real-time outreach to owners/managers of problem short-term rental properties (whenever owner's contact information is known)	Included	The Hotline module facilitates communication both via text & by phone call to 24/7 emergency contacts.
Full documentation of owner/manager outreach activities	Included	Receive an email for every complaint received, with a recording of the phone call. Receive full documentation in the Host Compliance system of all reported incidents — including digital recordings and written transcripts of all calls, and how each complaint was resolved by the 24/7 contact.
Automatic escalation of issues to emergency responders where required	Included	The Hotline allows for escalation or dispatch functionality if the issue is not resolved within an allocated time frame. Additionally, if an emergency call comes in, callers will be directed to hang up and contact 911 for a more appropriate and immediate emergency response.

Task 7. Coordinate with City staff

Requirement	Included or Optional	Feature/Comments
Provide reports, analysis, documentation and access to online data as required	Included	Each staff member you identify will have access to the Host Compliance system. All information, documentation, and data points in the system are reflected in customizable online reporting functionality, which can be downloaded for offline use at any time.
Participate in-person meetings or calls with City staff on a periodic basis	Included	Our Implementation managers, and Customer Support team are available to attend meetings virtually throughout your tenure as a Granicus customer. This includes training, strategic review calls, and support calls as necessary. In-person meetings can be accommodated for an additional fee.



Task 8. Provide additional options in relation to short-term rentals.		
Requirement	Included or Optional	Feature/Comments
As experts in the short-term rental field, please provide additional program options or regulatory suggestions in your proposal that may assist the City with establishing this program.	Optional	EngagementHQ provides an online engagement platform to increase participation and support in-person engagement. See page 11 for more information.



Qualifications and Experience

Granicus is a leading government software company with more than 5,500 local, provincial, state, and federal customers, which ensures that the Host Compliance software and services will remain ahead of the rapidly evolving sharing economy. We have been selected as a GovTech 100 company by Government Technology magazine for the past six years and have a 98% customer retention rate.

From a financial perspective, Granicus is extremely stable and invests more than \$20M annually in technology development. This investment means your community will benefit from the latest industry-leading advancements in STR identification and monitoring as well as leading security protocols to meet your data security and privacy law compliance needs. We can provide a detailed Security Overview for the City.

- **A list of qualifications and experience for each person who will be assigned by the prospective consultant or sub-consultant to work on the project;**

Project Team/Key Personnel

Once a contract is signed, a Project Manager and supporting team will be assigned to your project based on the final approved scope. The Project Manager will work with the City to define a timeline and set of goals, and then ensure that they are met by the end of the project.

Client resources assigned to this project shall be fully competent and capable of performing assigned duties, fulfilling project commitments, and communicating with all team members effectively.

The Host Compliance subscription includes the support of our fully staffed in-house Customer Success team, our Project Management team, and our Customer Support team at no additional cost, and we see every customer issue as an opportunity to obtain user feedback, as well as share the breadth of experience in what we have seen work for other customers.

We aggressively recruit outstanding talent which includes a former mayor, former city manager, former code enforcement officer, former sales tax administrator and former community development director. We have employees who have come from across the property management spectrum and who have conducted academic research on STRs.

We couple this experience with world-class engineering, management consulting, and data science experience. The Granicus Professional Services team consists of over 70 people distributed across our core offices. The team is primarily composed of implementation specialists and consultants that handle small to mid-level projects and have expertise in specific service areas (some of these additional offerings include data migrations, UX analysis, graphic and web design, development, and API configuration). These specialists are brought in as needed to augment our standard project teams.

Our Customer Success team will continue to proactively check in throughout the implementation process to ensure that implementation stays on track, culminating in training and handover to City staff, to be followed by continued user support and training for new users as may be required. We have no limits on the number of users that the City may authorize.



Meet Our Expert

Jeffrey Goodman is an urban planner, considered one of the nation's leading authorities on short-term rentals and how they impact communities. He has previously contracted with both the City of New Orleans and Airbnb and advised researchers on short-term rentals in a range of cities including San Francisco, Portland, New Orleans, and New York. Jeff has spoken about short-term rentals across North America, including at the APA's National Planning Conference. He graduated from Yale College and earned his master's of urban planning from Harvard University. He is the author of a recent featured article in Planning Magazine on the topic of STR regulation.

- **A list of at least three different projects previously completed by the prospective consultant and/or sub-consultant that are similar in size and scope to the Project.**

Granicus has completed similar projects for the following customers:

Client Reference	Encinitas, CA
Main Contact	Bryant Jemison / 760-633-2688 / bjemison@encinitasca.gov
Client since	September 2018
Solution	Address Identification, Compliance Monitoring, Hotline, Rental Activity Monitoring

Client Reference	Murrieta, CA
Main Contact	Chris Tracy / 951-461-6060 / ctracy@murrietaca.gov
Client since	October 2020
Solution	Address Identification, Compliance Monitoring, Hotline, Mobile Permitting and Registration, Tax Collection, Rental Activity Monitoring

Client Reference	Coronado, CA
Main Contact	Marisa Smith / 619-522-2414 / msmith@coronado.ca.us
Client since	May 2018
Solution	Address Identification, Compliance Monitoring

Rate Sheet

3. Rate Sheet and Total Fee for Project: Rate sheets shall include, but not be limited to:

- a. Hourly wages for all staff that will be assigned by the prospective consultant and sub-consultant to work on the Project;**
- b. Estimate of the total number of hours to complete the Project; and**
- c. Total Not-to-Exceed fee of the prospective consultant's proposal, which shall be calculated based the hourly rates of staff assigned to the Project, sub-consultant fees, and the estimated number of hours to complete the Project. Any incidental costs and reimbursable costs shall be included in the total fee.**

Because our services are delivered in the form of SaaS offerings, we do not charge separately for labor hours, nor do we have hourly billing rates for our software algorithms. While we have explored the "bounty" method of pricing for ID's, without our ability to control to whom and when to send out outreach letters (or even set penalties), we are not able to reliably capture the value of our services. Instead, Granicus' proposed STR software and services are offered as an annual subscription service, and our pricing model is driven by the volume of STRs to be monitored.

Our pricing philosophy is always to be fair and transparent, and work in a partnership to ensure a high ROI on our services for our clients.

For the avoidance of doubt, the proposed annual prices also include all the cost of implementing and customizing the software and services, associated reporting, dashboards, data exports, and all training, support, maintenance, telephone, and software licensing fees. In other words, there is no separate pricing for yearly maintenance, data conversion, training costs, or any other associated costs, nor is there an implementation cost (as we spread the cost over the expected life of the contract through our subscription).

Concerning competitiveness of pricing, with the relatively small number of entrants in this space and government proposals subject to public records requests, there is substantial transparency into how each competitor prices. The pricing provided here is consistent with our general pricing practices, and we believe that our pricing is a good value proposition that ensures a high ROI, a quality product, a top-notch staff experience, industry-leading security, and cutting edge "big data" technology.

While you may receive a lower price quote, we do not believe it is sustainable, and encourage you to carefully check references and financial stability. Moreover, our better performance in identification and eliciting short-term lodging compliance will typically more than offset any difference in subscription fees (e.g., the difference in fees is typically outweighed by our identifying <5% more STRs).

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



PRICING SUMMARY

One-Time Fees			
Solution	Billing Frequency	Quantity / Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Online Training	Up Front	1 Each	\$0.00
Tax Collection - Setup and Configuration	Up Front	1 Each	\$0.00
Tax Collection - Online Training	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity / Unit	One-Time Fee
Address Identification	Annual	100 Rental Listings	\$4,275.00
24/7 Hotline	Annual	100 Rental Listings	\$1,140.00
Compliance Monitoring	Annual	100 Rental Listings	\$2,138.00
Mobile Permitting & Registration	Annual	1 Each	\$4,750.00
Rental Activity Monitoring	Annual	100 Rental Listings	\$2,850.00
Tax Collection	Annual	1 Each	\$0.00
SUBTOTAL:			\$15,153.00

OPTIONAL ADD-ONS

One-Time Fees			
Solution	Billing Frequency	Quantity / Unit	One-Time Fee
STR Regulation Consulting	Up Front	1 Each	\$18,000.00
EngagementHQ Standard Implementation	Up Front	1 Each	\$2,500.00
EngagementHQ Online Training Sessions	Up Front	1 Each	\$0.00
SUBTOTAL:			\$20,500.00

New Subscription Fees			
Solution	Billing Frequency	Quantity / Unit	One-Time Fee
EngagementHQ Project	Annual	1 Each	\$6,000.00
SUBTOTAL:			\$6,000.00

Schedule for Completion

The sales and contracting process is only the first step in the lifecycle of a Granicus customer. As soon as we partner with your organization, our Professional Services team takes over as your primary point of contact. The mission of professional services team is to drive long-term customer satisfaction through repeatable solution delivery.

PROJECT MANAGEMENT APPROACH

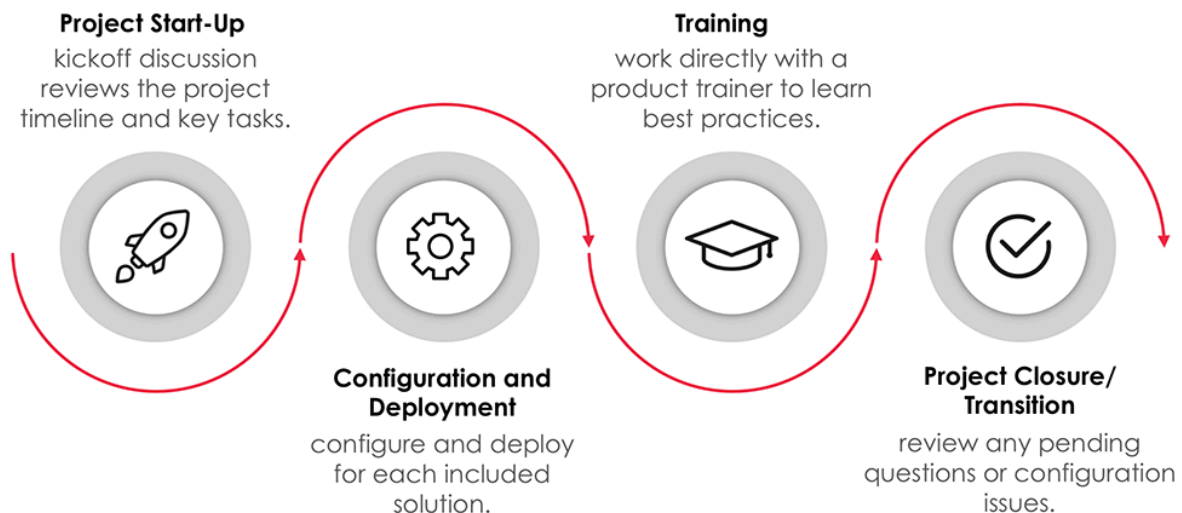
The project implementation process is typically the first extended contact a customer has with the Granicus team, so we are focused on providing the best customer experience from the start. Our goal is to deliver a fit-for-purpose solution that meets the client's requirements and creates a customer for life or strengthens the relationship with an existing customer.

Our implementation teams strive to provide the appropriate level of support throughout the project lifecycle, from kickoff through training, go-live and continuing support. In general, we staff our teams based on project complexity and strive to keep our project teams as small as possible.

The Granicus Project Management methodology is designed to be consistent and repeatable, with one of our experienced Project Managers or Implementation Specialists/Consultants guiding the client team through every step of the process.

Each Granicus solution has specific elements that need to be addressed during the delivery process but generally our projects all proceed through a similar set of completion milestones: Project kickoff & planning, discovery & requirements gathering, configuration and deployment, user acceptance testing & training, and project closure/transition to our customer success team.

Once all relevant issues are resolved and the client team confirms acceptance, the project will be formally transitioned out of the professional services team and handed over to our customer support and customer success teams.





PROJECT TRANSITION

When a project enters the Project Closure phase, the Granicus project lead will introduce the client team to the Customer Support and Customer Success teams. These teams ultimately become the primary points of contact for all customer interaction once a solution has been fully configured and deployed. The Customer Support and Success teams act as the client's internal advocates for the remainder of their lifecycle with the company.

PROJECT TRAINING

Granicus will conduct training for Client-identified staff that will cover the essential concepts and standard navigation of the solution and tasks related to your short-term rental compliance monitoring processes. Client will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by Client. Granicus will authorize Client to videotape training sessions for internal use and to reproduce any the training materials such as training guides, screenshots, in part or whole, for its own purposes. Training comprises the following components, depending on Client's solution:

SAMPLE PROJECT IMPLEMENTATION PLAN AND TIMELINE:

Timeline	Description
Week 1	<ul style="list-style-type: none"> • Kick Off Call • Discovery & Requirements Gathering
Weeks 2-4	<ul style="list-style-type: none"> • Assessor and permit data received • Address Identification Process Kicks Off • 24/7 Hotline Created
Weeks 5-8	<ul style="list-style-type: none"> - Create framework for mobile permitting and tax collections - Finalize Compliance Monitoring letters - Establish lettering criteria - Midway satisfaction survey sent
Weeks 9-11	<ul style="list-style-type: none"> • Finalize Mobile Permitting and Tax Collection work • UAT Testing with Project Champion • Stakeholder Training
Weeks 12-14 (GO Live & Hypercare)	<ul style="list-style-type: none"> • Go live satisfaction survey sent • Introduction of your Customer Success Consultant • Ongoing management plan established • Rental Activity Monitoring module turned on

Self-Service, Ongoing Training, and Supporting Documentation

Our online knowledge base containing user guides, FAQs, training videos and other self-help information is available online at support.granicus.com. This also includes the ability to directly submit suggested modifications or new feature requests to our Granicus development teams. Ongoing live support, training videos, product updates and supplemental online courses are all provided as a part of your ongoing subscription. However, beyond the Customer Success Consultants annual success call you can acquire additional onsite training or support if desired as a billable professional service.

Attachments

- **Noncollusion Declaration**
- **Exceptions**
- **Exhibit A: Master Subscription Agreement**
- **Exhibit B: Evidence of Insurance**
- **Exhibit C: Service Level Agreement**

Granicus Proposal for Escondido CA

ORDER DETAILS

Prepared By: Betsy Sachs
Phone:
Email: betsy.sachs@granicus.com
Order #: Q-243957
Prepared On: 11/30/2022
Expires On: 12/27/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.



PRICING SUMMARY

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

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Address Identification - Setup and Configuration	Up Front	1 Each	\$0.00
Address Identification - Online Training	Up Front	1 Each	\$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	\$0.00
24/7 Hotline - Online Training	Up Front	1 Each	\$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Setup and Configuration	Up Front	1 Each	\$0.00
Rental Activity Monitoring - Online Training	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Setup and Configuration	Up Front	1 Each	\$0.00
Mobile Permitting & Registration - Online Training	Up Front	1 Each	\$0.00
Tax Collection - Setup and Configuration	Up Front	1 Each	\$0.00
Tax Collection - Online Training	Up Front	1 Each	\$0.00
STR Regulation Consulting	Up Front	1 Each	\$18,000.00
EHQ Standard Implementation	Up Front	1 Each	\$2,500.00
EHQ Online Training Sessions	Up Front	1 Each	\$0.00
SUBTOTAL:			\$20,500.00



New Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
Address Identification	12/1/2022 to 11/30/2023	Annual	1 Each	\$4,275.00	\$4,275.00
24/7 Hotline	7/1/2023 to 11/30/2023	Annual	1 Each	\$1,140.00	\$475.00
Compliance Monitoring	7/1/2023 to 11/30/2023	Annual	1 Each	\$2,138.02	\$890.84
Rental Activity Monitoring	7/1/2023 to 11/30/2023	Annual	1 Each	\$2,850.00	\$1,187.50
Enhanced Short-Term Rental Registration Portal	7/1/2023 to 11/30/2023	Annual	1 Each	\$2,374.99	\$989.58
Enhanced Short-Term Rental Tax Collection Portal	7/1/2023 to 11/30/2023	Annual	1 Each	\$2,374.99	\$989.58
Mobile Permitting & Registration	12/1/2022 to 11/30/2023	Annual	1 Each	\$0.00	\$0.00
Tax Collection	12/1/2022 to 11/30/2023	Annual	1 Each	\$0.00	\$0.00
EHQ Project	12/1/2022 to 11/30/2023	Annual	1 Each	\$6,000.00	\$6,000.00
SUBTOTAL:				\$21,153.00	\$14,807.50



FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
Address Identification	\$4,275.00	\$4,275.00	\$4,275.00	\$4,275.00
24/7 Hotline	\$1,140.00	\$1,140.00	\$1,140.00	\$1,140.00
Compliance Monitoring	\$2,138.02	\$2,138.02	\$2,138.02	\$2,138.02
Rental Activity Monitoring	\$2,850.00	\$2,850.00	\$2,850.00	\$2,850.00
Enhanced Short-Term Rental Registration Portal	\$2,374.99	\$2,374.99	\$2,374.99	\$2,374.99
Enhanced Short-Term Rental Tax Collection Portal	\$2,374.99	\$2,374.99	\$2,374.99	\$2,374.99
Mobile Permitting & Registration	\$0.00	\$0.00	\$0.00	\$0.00
Tax Collection	\$0.00	\$0.00	\$0.00	\$0.00
EHQ Project	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
SUBTOTAL:	\$21,153.00	\$21,153.00	\$21,153.00	\$21,153.00

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> - Updating listing activity and details every 3-5 days - Screenshot activity of every listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance
24/7 Hotline	<p>24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos)</p> <ul style="list-style-type: none"> - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Rental Activity Monitoring	<p>Ongoing monitoring of Short Term Rental listings for signs of rental activity including historical revenue estimates & occupancy. Coupled with our Tax Collection product, users can also compare historical revenue estimates to actual reported revenue to identify those that may be underreporting and underpaying sales tax (i.e. TOT).</p>

Solution	Description
Enhanced Short-Term Rental Registration Portal	<p>Mobile-enabled online portal and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:</p> <ul style="list-style-type: none"> · Host Login and Dashboard · Parcel Number lookup and validation · ACH, Debit, and Credit Payments exclusively powered by Stripe.com · Registration Number & Certificate creation · Document Upload · Renewals · Email confirmation · Admin workflow management for approval & denial
Enhanced Short-Term Rental Tax Collection Portal	<p>Tax Collection can be built as a separate mobile-enabled portal or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT)</p> <ul style="list-style-type: none"> - Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com
Address Identification - Setup and Configuration	<p>Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction.</p> <p><i>Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.</i></p>
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.



Solution	Description
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Rental Activity Monitoring - Setup and Configuration	Setup and configuration of ongoing monitoring of Short-term Rental listings for signs of rental activity.
Rental Activity Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Mobile Permitting & Registration	<p>Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation</p> <ul style="list-style-type: none"> - E-Signatures - ACH, Debit, and Credit Payments exclusively powered by Stripe.com - Registration Number & Certificate creation - Document Upload - Renewals - Email confirmation - Admin approval & denial
Tax Collection	<p>Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting & Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT)</p> <ul style="list-style-type: none"> - Remind users when they are registering for a permit/license to also report any back taxes - Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com
Mobile Permitting & Registration - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation



Solution	Description
Mobile Permitting & Registration - Online Training	Virtual training session with a Granicus professional services trainer.
Tax Collection - Setup and Configuration	Setup and configuration of mobile-enabled online forms and back-end systems for streamlining the monthly/quarterly collection of taxes from individual short-term rental hosts and capturing and processing the associated signatures, payments and required documentation
Tax Collection - Online Training	Virtual training session with a Granicus professional services trainer.
STR Regulation Consulting	<p>Development and delivery of a Background Conditions Report, which is a ten page report that synthesizes Host Compliance data, interviews and exercises with local policy makers and staff, and public attitudes to present a comprehensive analysis of regulatory and enforcement priorities in a community. Guided by these priorities and a robust understand of local market conditions, communities can proceed to develop an ordinance confident that their rules will be context-based, enforceable, and consistent with local goals.</p> <p>Task 1.1: Staff Interviews Task 1.2: Stakeholder Interviews Task 1.3: Online survey Deliverable 1 - Background Conditions Report: Ten page report that synthesizes Host Compliance data, interviews and exercises with local policy makers and staff, and public attitudes to present a comprehensive analysis of regulatory and enforcement priorities in a community. Guided by these priorities and a robust understand of local market conditions, communities can proceed to develop an ordinance confident that their rules will be context-based, enforceable, and consistent with local goals.</p> <p>Task 2.1: Draft STR Regulations (Ordinance / Bylaw) Task 2.4: 2 Meeting for Feedback from Staff Task 2.2: Draft Staff Report Task 2.3: Draft Staff Presentation Task 2.5: 2 Updates based on Staff Feedback Deliverable 2 - Adoption-Ready Legislative Package: An adoption-ready STR regulations built from Host Compliance's comprehensive data, local regulatory goals, stakeholder views, and our own analysis of nationwide best practices. The STR regulations (Ordinance / Bylaw) come as part of a robust legislative package including a draft staff report to describe background conditions, regulatory choices, and enforcement implications, as well as a PowerPoint presentation for staff to drive community feedback.</p>

Solution	Description
EHQ Project	Single project engagement package for engagement on a single project theme; <ul style="list-style-type: none"> • Annual subscription • One Site Administrator • Three Project Administrators • Access to all standard tools including embeddable Surveys/polls, Forums, Guestbooks, Stories, Q&A, Ideas, Places and Newsfeed • Customizable registration form and Participant Relationship Manager (PRM) • Appearance editor for homepage management, branding and styling • Access to reporting and analysis tools including Survey Analysis, Text Analysis with sentiment, tool dashboards, customisable PDF survey reports and downloadable excel reports • Newsletters for project updates and project communication • 24/7 independent moderation
EHQ Standard Implementation	EHQ Standard Implementation for training and onboarding; <ul style="list-style-type: none"> • Site delivery and onboarding details • Scheduled kick-off call to discuss goals and implementation process • Site review and quality assurance checks prior to launch
EHQ Online Training Sessions	Two 90 minute online training sessions for EHQ.

TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- 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 Escondido CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

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

The pricing, terms, and conditions of quote Q-243957 dated 11/30/2022 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.

Escondido CA	
Signature:	
Name:	
Title:	
Date:	



Exhibit C: Service Level Agreement

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

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm Europe)
 Emergency Support is available 24/7

Please submit support requests via:

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

Please submit govDelivery Communications Cloud subscriber support only requests to:

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

COMMUNICATION SERVICE LEVEL AGREEMENT

Granicus response to support and service requests will be based on four (4) Severity Levels:

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



<p>Level 3</p>	<p>Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product</p>	<ul style="list-style-type: none"> • govDelivery system not connecting to social media, single customer app/feature help, or database requests • govMeetings system files won't upload, or text not rendering • govAccess website works but there are problems with presentation 	<p>Within one (1) business day of notification by the customer of occurrence</p>
<p>Level 4</p>	<p>Low Impact. Incident that has a limited business impact and requests can be scheduled.</p>	<ul style="list-style-type: none"> • Programmatic change to back-end or front-end to improve efficiency • Distribution of all patches and upgrades 	<p>Within three (3) business days of notification of customer of occurrence</p>

Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

AVAILABILITY

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

Downtime is defined as any time that the Granicus Solutions services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Granicus utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

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

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



- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

SCHEDULED MAINTENANCE

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

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

govAccess. Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.

govService. Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks.

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