January 26, 2023

City of Carson
701 E Carson St
Carson, CA
90745

Attention: Shelly Root, Senior Buyer

Dear Shelly,

eScribe Software is pleased to present our response to your RFP for Agenda Management System Replacement.

eScribe Software believes that its "Commercial, Off The Shelf" (COTS), Cloud Based, Meeting Management service is a good match with the requirements as stated in the RFP. With over 400 Clients in North America, we believe our solution is well suited to your needs and that eScribe is more than capable of providing a smooth implementation for the City of Carson.

eSCRIBE Software assures The City of Carson that we are free of any conflict of interest and have understood the requirements outlined in the RFP including insurance requirements.

Our proposal will remain valid for 120 Days.

Through submission of this proposal, unless otherwise noted, and subject to negotiation of a final subscription agreement we agree to all of the terms and conditions of the Request for Proposal.

We look forward to the opportunity to work with you on this exciting project.

Sincerely,

James Coulen (jcoulen@escribemeetings.com)
Senior Account Executive
eSCRIBE Software Ltd

City of Carson – RFP 23-002
Agenda Management System Replacement

James Coulen
jcoulen@eScribemeetings.com
416-890-9808
Date: January 26, 2023
Valid Until: April 26, 2023

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Executive Summary

Founded and based in Markham, Ontario, eScribe is a leading provider of cloud-based meeting management solutions that enables its customers to focus on higher-value projects that better serve their stakeholders. Owned by OnBoard, a board management solutions company based in Indianapolis, Indiana, eScribe is the go-to-choice for public sector councils, committees and boards across North America.

eScribe supports the entire meeting lifecycle with comprehensive tools and workflows to improve efficiency, transparency and engagement. For organizations that run hybrid or remote meetings, eScribe seamlessly integrates both virtual and physical meeting environments into a single, unified experience.

Historically, paperless meeting software has focused on secure distribution and access to the agenda packet in an electronic format (typically PDF). A good first step, but far short of automating the entire lifecycle of traditional council and committee meeting hierarchical structures.

eScribe's comprehensive suite of user configurable and collaborative meeting management modules allows organizations to improve the efficiency and effectiveness of participants and staff; before, during and after meetings. With secure online access via responsive browser or dedicated tablet applications, each user has the ability to access information, and securely participate real-time in the meeting process. Thus, everyone has access to the same information, electronically distributed, and can actively engage in debate and electronic voting on items in line with Roberts Rule of Order. Beyond meeting day, eScribe provides automation efficiencies for staff and a centralized location for organizations of any size to distribute meeting information to internal and external stakeholders through the web, indexed to video and supporting documents as available.

Our response addresses each of the requirements as laid out in the request for information, including:
- Digitally create and manage public meetings for staff, elected officials and public
- Improve staff efficiency with automated workflow and approval processes
- Reduce late items and changes to agenda items after they have been published

- Provide an option for Webstreaming of meetings and help produce compliant documents
- Efficiently create and distribute paperless agendas to meeting attendees
- The potential to Vote and request to speak electronically during meetings

The requested functionality aligns with eScribe's Transparency Plus Bundle which includes the following modules and functionality:

- **Meeting Manager** – Streamlines and automates meeting preparation and post meeting activities, and conducting meetings
- **Participant Portal** – Secure access for board and elected officials
- **Internet Publishing Plus** – Easily engage stakeholders through their existing website, without programming and fully supports evolving accessibility requirements
- **Report Manager** – Revolves around the preparation and approval of reports and items for submission to meetings
- **Webcasting Plus** – Livestream and record, with automatic timestamping, indexed to agendas and minutes

This "bundled" approach allows for an efficient implementation and onboarding of staff, accelerating benefits and return on investment.

There are no additional subscription fees for the number of meetings conducted, meeting types supported or file storage during the term. Regular software improvements are included and applied automatically in off hours. eScribe provides both live answer and email support, with online trouble ticket tracking and content repository available through our Customer Community Portal outlined in our response. Additionally, eScribe provides extended support, and escalations as required to maintain service level commitments.

eScribe will make itself available for any follow-up activities to support this RFP process. Should you have any specific questions about this document please feel free to contact James Coulen at 416-890-9808 or jcoulen@eScribemeetings.com.

Introducing eScribe

Who we are

eScribe was founded in 2003 and, since 2008, has been singularly focused on providing comprehensive, simple, and effective meeting management software to municipalities and other types of boards/committees across North America. In that time, we have become the leading provider of such solutions for Canadian municipalities and are steadily growing our presence in the US as well. With over 300 customers live with our intuitive suite of solutions, eScribe is confident in our ability to meet the City's requirements and to elevate the conducting and management of meetings, accessibility, and citizen engagement.

What we do

eScribe offers a comprehensive suite of user-friendly, configurable, and collaborative modules which allow organizations to increase efficiency and effectiveness for both staff and participants – before, during, and after the meeting. Secure online access via browsers and tablet applications provides each user access to information and allows them to participate in the meeting process in real time. This way, everyone is on the same page and can access the same information, digitally distributed, and can actively engage in debate and electronic voting on items in line with Roberts Rule of Order. Extending beyond meeting day, eScribe provides automation efficiencies for staff as well as a centralized location for organizations of any size to distribute meeting information to internal and external stakeholders through the web, indexed to video and supporting documents.

Approach to Meeting Management

Our time-tested and proven approach to meeting management is based on automation, modernization, accessibility, and user-friendliness. With high-quality training and stellar customer service, eScribe seeks to simplify the meeting management life cycle at all stages, for all participants. Accessible by browsers or
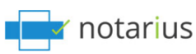
tablet and smartphone applications, our modules support virtual, hybrid, and in-person meetings in ways that automate the production of agendas, minutes, streamline voting processes, and support streaming.

Approach to Technology/Security

eScribe is a cloud-based meeting management software that eliminates the need for paper and print-materials by moving all the requirements of meeting management onto a secure, cloud-based storage system, accessible to participants in a variety of formats. Built on the Microsoft Azure cloud platform, detailed in Appendix A, our solutions offer advanced security access and data protection services and guarantees.

Approach to Technology Partnerships

eScribe has established strategic partnerships with leading solution providers who share our vision, and complement one another to deliver additional benefits before, during, and after meetings.

Data Centre	Digital Signatures	Accessibility	
Microsoft Azure	notarius	eSolutionsGroup	AbleDocs
Change Management	**Audio Visual**		**Associations**
Debi Wilcox *Making Meetings Simple*	ISILIVE *Be there.*	televic conference	AMO Association of Municipalities Ontario
Documents & Records Management			
FileHold Document & Record Lifecycle Software	Laserfiche	Office 365	ThinkDox

City of Carson Requirements

City of Carson Requirement	eScribe Response
STAFF USE	
System must have a role-based security system, allowing some users more access to functions than others (for instance, some user should be able to create new agendas, while others should only be able to add agenda items).	eScribe has role-based permissions for users in the system limiting what users can and cannot do within the system.
Single sign-on is desired (but not required). AzureAD/SAML integration is preferred.	eScribe is a Microsoft partner and has single sign-on functionality through AzureAD.
System must allow for collation of staff reports and supporting documents, conversion to a cross platform format (i.e., pdf), and publishing of the agenda documents for the public to view. Original document formats include but are not limited to: MS Word, MS Excel, PDF's, GIS maps, etc.	Fully Supported. eScribe automatically converts original document formats into PDF for the public to view.
System must allow staff to roll-up and publish agenda packet easily, which immediately allows access to the public to that agenda packet. System must also allow for re-publishing if changes are required after publishing.	Fully Supported. Agenda packets can be published and unpublished with one click of a button.
Publishing the agenda should generate a single-pdf combined agenda packet file, as well as generate an online version with linked documents for each agenda item.	Fully Supported. eScribe can generate a single PDF agenda packet and HTML agenda with linked documents for each item.
The system should allow adding page numbers to the agenda packet, and those page numbers should be shown consistently in both the combined	Fully Supported. eScribe will automatically add page numbers to the packet and numbers will show in the linked document version.

single pdf and the linked-document version of the packet.	
System must allow staff to upload or link an on-demand video after the meeting has ended. Staff must also be able to add timecode indexing so the video playback will jump to the correct location corresponding to the agenda item the user clicked on.	eScribe's Webcasting plus will automatically index the agenda items to the video to allow for quick access to specific spots within the video. Staff can upload the video immediately after the meeting if needed.
System must have a customizable agenda layout, with ability to build and choose from multiple agenda templates	eScribe supports an unlimited amount of agenda templates that are configurable by the City. eScribe also has template options built off best practices with other Cities that could be used if needed.
System must include an agenda item review process workflow, with the ability to create custom workflows.	eScribe supports an unlimited amount of workflows that can be created by City Staff.
The review process must provide internal collaboration options such as annotating and commenting on agenda items as they are created and sent through the workflow. Ideally, reviewer comments would function similarly to the "track changes" function in MS Word. Describe the collaboration options available in your product.	eScribe is a Microsoft Partner and utilizes Microsoft Word for agenda items. Features such as Track Changes and comments are standard functionality available within MS Word. eScribe supports Microsoft Co-Authoring allowing multiple users to be making changes in the document at the same time. Once collaboration is done, the item can be sent through an approval workflow.
System must allow staff to add a cutoff date/time in order to lock an agenda to prohibit users from editing agenda items. Admins must also be able to override the cutoff date/time.	eScribe supports agenda item deadlines. Administrators can override cutoff dates or can allow for a late exemption approval process.
Users must be able to rearrange items within an agenda and between agendas. Users must also be able to copy an item from a previous agenda	Items can be rearranged through drag and drop on an agenda and items can be copied and added to a new agenda.

to a new agenda (such as for items that are taken to Council annually).	
System must allow the City Clerk to monitor the meeting and to take notes during the meeting.	eScribe has a comments section that will allow staff to take notes during the meeting.
System must provide the ability to run custom-built ad-hoc reports.	eScribe's Report Centre will allow for ad-hoc reports on specific areas within the system such as Forecast of agenda items, voting results etc..
PUBLIC ACCESS	
The ability for the public to access published agendas and video is critical. Being able to include the public agenda portal on the City's website would be ideal.	eScribe integrates into the City's website through an iFrame. This will allow the public to see the agendas, minutes and video published.
Public Comments are currently accepted via email and City Clerk staff attaches these emails as a pdf to the agenda packet an hour before the meeting begins. A simpler process would be ideal, such as allowing the public to submit comments directly through the Agenda Management solution (with staff review). Describe how your system accommodates public comments.	eScribe's Public Comments module will allow members of the public to make comments on the agenda where the City allows. Deadlines can be enforced for comments. Once the form is filled out it will notify the administrator to be able to review, approve or delete a comment. Once a comment is approved it will appear as part of the public record. Council will also have access to see public comments approved through eScribe's Meetings Pro App on an Ipad or Windows 10 device.
Full-text searching is a requirement for both the staff and public interfaces. Date range and agenda type filters are also required. Describe any other search features that are supported in your solution.	eScribe supports full text search both internally and externally. Filtering capabilities by keyword, date, meeting type, agendas, minutes, public comments are also available.
User interfaces should be mobile-friendly for both staff and public.	eScribe is 100% web-based and can be accessed through any internet browser on any mobile device. eScribe also has

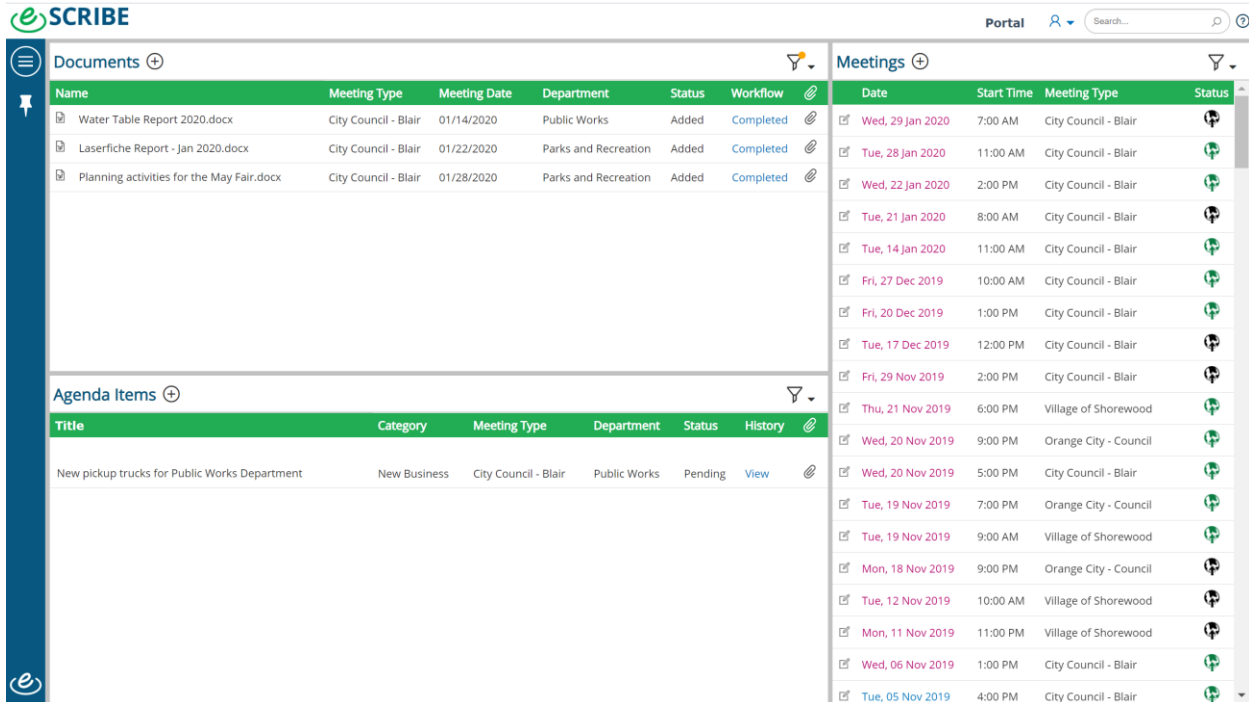|	
	an app available for Council on an Ipad or Windows 10 device.
OTHER	
Selected vendor will be expected to perform migration of all existing agenda documents and videos to new system.	eScribe has performed many migrations. A migration scope document has been included in our response in the Appendix section. All agenda documents and videos will be carried over.
Other features not currently being used, but would like included as OPTIONAL pricing line items include: o Integration with DocuSign, or native e-signature capabilities. o Electronic voting for elected officials o In-room and online real-time agenda item display that changes as we move through the meeting. o In-room and online timer function for public comments. Three (3) minutes are currently allowed for public comments, and we have an in-room timer. o Ability to add computer generated subtitles to meeting videos. For real-time streaming and/or on-demand videos.	eScribe is currently working on an integration with DocuSign but also has it's own native e-signature capabilities built into the system. eScribe's Vote Manager module will allow elected officials to vote remotely from their Meetings Pro App. eScribe supports being able to display currently agenda items in real time on a public display screen. eScribe's Request to Speak module will allow the City to display an online timer that can be displayed on a public display screen as well as the app for council. eScribe's Live Closed Captioning module will provide captioning live as the meeting is happening and also be available for on demand videos. Live closed captioning is supported for an unlimited amount of meetings.

Required eScribe Modules

In reading the City's RFP, eScribe recommends our **Transparency Bundle** which includes the following modules:

- **Meeting Manager** – Streamlines and automates the entire meeting lifecycle – preparation, conducting, and post-meeting activities.
- **Participant Access** – Secure access for staff and elected officials
- **Internet Publishing** – Easily engage stakeholders through their existing website, without programming, and fully support evolving accessibility requirements
- **Report Manager** – Prepare and approve reports and agenda items for submission to meeting agendas
- **Webcasting Plus** – Livestream and record, with automatic timestamping, indexed to agendas and minutes

Below is a further breakdown of these modules and the functionalities they provide.

Meeting Manager:

Module Function: eScribe's design integrates seamlessly with your organization's environment, built around centralized meeting portals. Our flexible architecture allows for any number of portal sites to be linked together, simplifying the distribution of agenda items throughout your organization.

Meeting Manager is the foundation module for eScribe and facilitates the building of agendas, minutes, action lists, and provides an end-to-end approach for a meeting cycle. Users are able to streamline the creation of all meeting documents with the ability to electronically refer/defer items from meeting to meeting.

Key Features:

- Robust end to end meeting and legislative management
- Create and manage unlimited meeting templates and users
- Online, Cloud-Based Delivery, built on Microsoft Azure Technology
- Manage end-to-end legislative process on items (approval stages, readings, etc.)
- Full legislative meeting support (Roll call, voting, quorum management, resolutions, pecuniary interest, additions/deletions, etc.)
- Flexible video streaming and archival options
- Seamless and accessible publishing of meetings documents
- Tracking and reporting of post meeting actions
- Reporting of statistics and past meeting information
- Workflows for approving finalized agendas

    As the core module of eScribe, Meeting Manager is responsible for a number of

key tasks within the product suite:
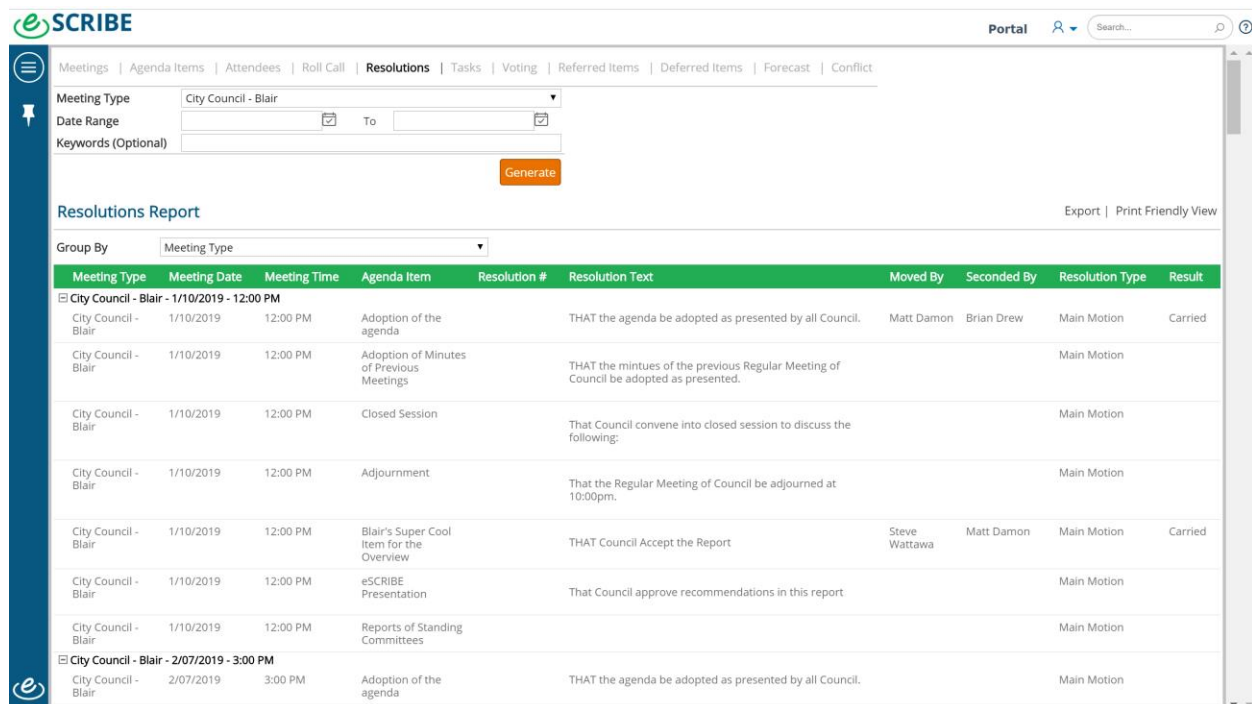
- Authentication and Access Control
  - Single Sign-on (ADFS or Azure-AD)
  - User IDs and permissions
  - eScribe User Roles
  - Departments
- Agenda and Attendee Profile Management
  - Agenda Settings and Templates
  - Minute Settings and Templates
  - Meeting Rules
  - Voting Rules
- Pre-meeting activities
  - Meeting creation
  - Agenda creation
  - Draft minute creation
- Conduct meeting activities
  - Roll call/Quorum Management
  - Procedural support for meeting process
  - Minutes creation
  - Motion management/Voting
- Post-meeting activities
  - Minutes updates
  - Post-meeting minutes creation and publishing
- Task and Action Management
  - Creation and assignment of tasks
  - Conversion of motions to tasks
  - Task reminders

Report Centre

eScribe Report Centre, while part of Meeting Management, provides detailed

business analytics into eScribe Meetings and associated activities.

- Pre-formatted reports provide information on
    - Meetings
    - Agenda Items
    - Attendance (Roll Call)
    - Resolutions
    - Tasks
    - Voting
    - Referred and Deferred items
    - Forecast reporting
    - Conflicts of Interest
- Export of information to Excel and printing of reports

Participant Access

Module Function: eScribe provides secure access for each meeting participant through a personalized online Participant Portal. From this entry point, each meeting participant can browse upcoming meeting agendas, easily access all related reports and supporting information, record personal comments and follow-up notes, as well as search through previous reports and agenda items using eScribe's enhanced search capabilities. The Participant Portal is available in three formats: *web portal,* which is accessed through any web browser; *eScribe for the iPad* (Standard or Professional), which is a dedicated IOS application available by download through the Apple App Store; and the *eScribe Windows 10 App,* available through the Microsoft Store.

iPad Professional Home Screen
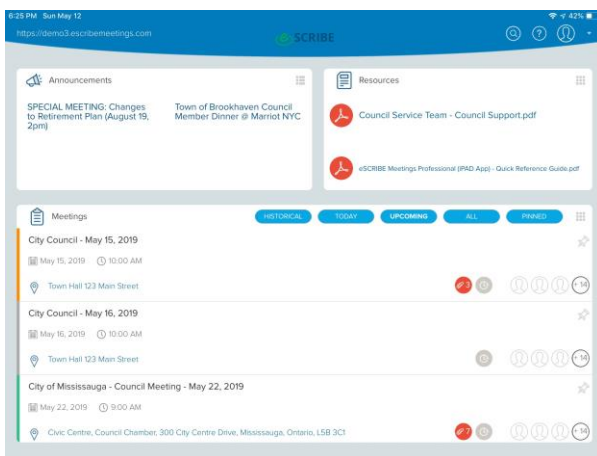
iPad Professional Meeting View
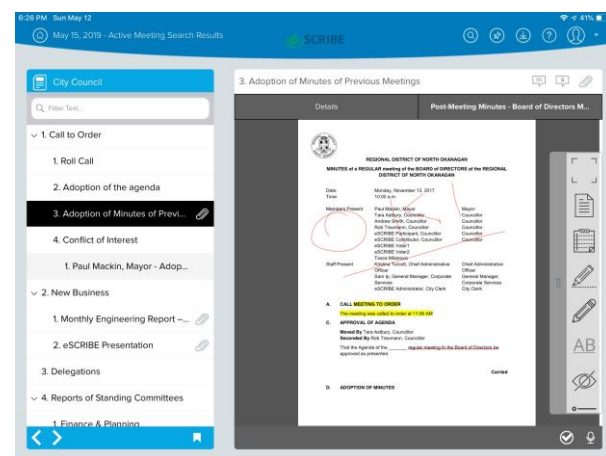
Windows 10 Professional Home Screen
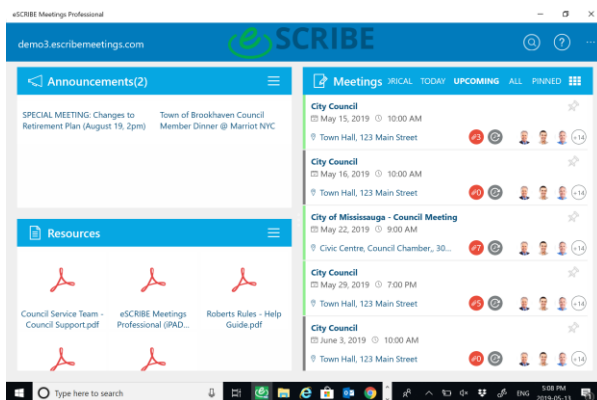
Windows 10 Professional Meeting View
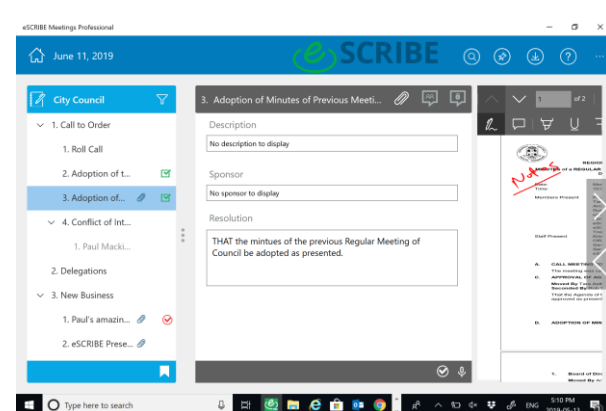
Web Browser Access
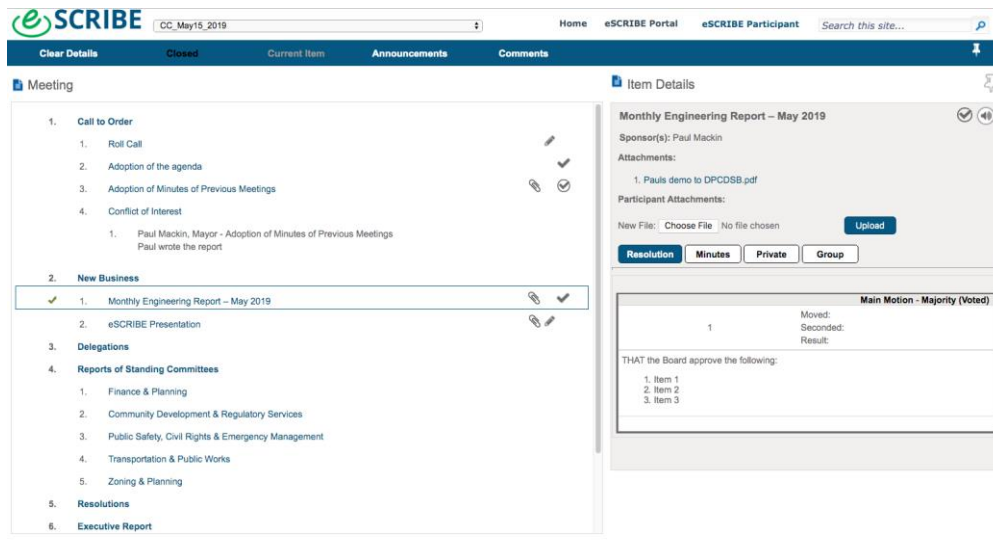
Key Features

- Any meeting, from anywhere, with any device
- View upcoming agendas and support materials in advance
- Leave group, private, and Chairperson comments
- Download meeting materials and work offline
- Secure access to confidential meetings
- Search historical meeting agendas/minutes
- Request to speak
- Electronic voting *(with Vote Manager module)*

Participant Access Functionality Matrix

Feature	Web Portal	iPad Standard	iPad Pro / Windows 10
Easy to use touch screen interface		✓	✓
Access to multiple meeting sites by meeting type and date	✓	✓	✓
Real-time access to agenda item details, resolutions and attachments live during the meeting	✓	✓	✓
Agenda "Follow Me" – automatic meeting progress tracking			✓
View agenda packages, addendums, reports and	✓	✓	✓

even minute documents as they are published by Administrators			
Access to combined packages and individual attachments	✓	✓	✓
Secure communications between designated Chairperson and meeting Administrators for follow-up and instructions	✓	✓	✓
Full Active Directory integration, plus enhanced security options	✓	✓	✓
Email/calendar integration		✓	✓
Meeting announcements	✓	✓	✓
Global announcements	✓	✓	✓
Integrated Collaboration • Group Comments • Group Chat Feature • Private Chairperson Instructions	✓	✓	✓
Private Participant Notes and Comments	✓	✓	✓
Enhanced participant annotation capabilities allow for direct annotating on PDF Reports and Agenda Packages, including: • Bolding, Underlining and Highlighting Text • Imbedded Voice and Video Notes • Freehand Text • Enhanced Search and Bookmark Navigation • "Jump-to" Current Item Feature			✓
Real-time Participant Voting (with eScribe Vote Manager)	✓		✓
Request-to-Speak Management	✓		✓
Online/Offline Meeting Management, with restricted options and remote data wipe • Full featured offline support for primary functions • Data synchronization options	-		✓
Attendee pictures		✓	✓
Access to attendee details, including: • Contact information (Location / Phone /		✓	✓
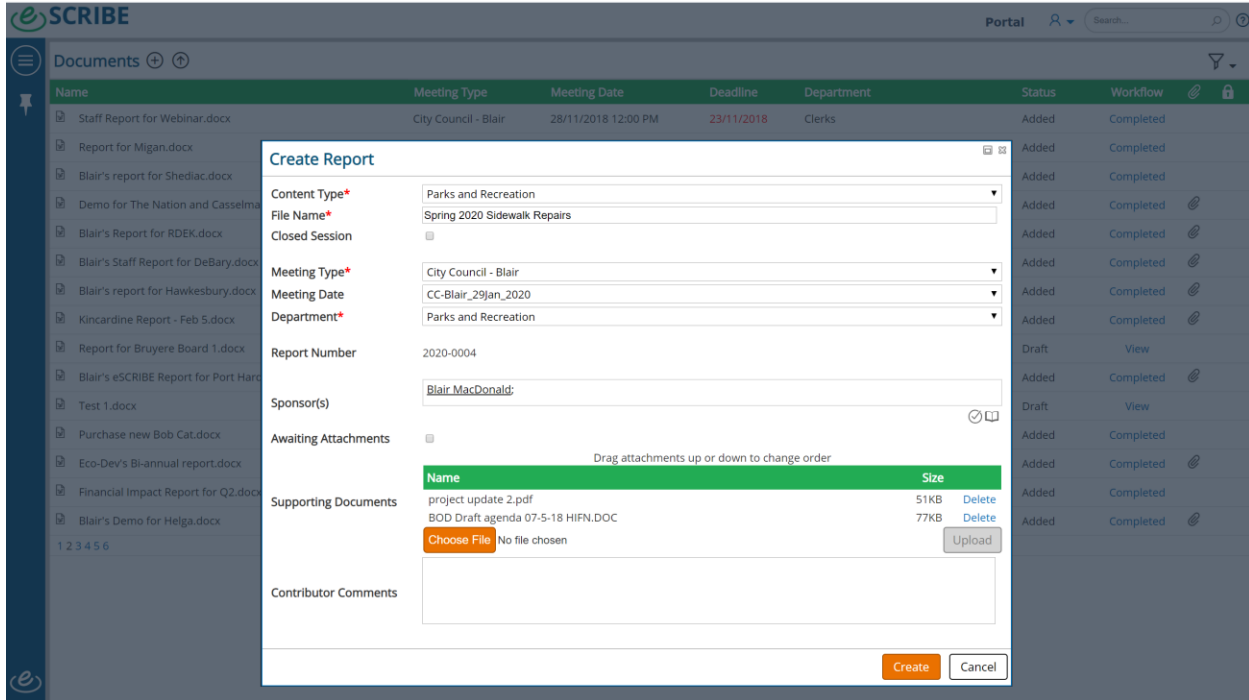
email) • Meeting Attendance Status	
Online Meeting Attendee Directories	✓
Group membership details	✓
Online Resource Library for Policy and Procedure Manuals and other Published Documents including enhanced Search function	✓
Conflict of Interest Self-Declaration	✓

Report Manager:

Module Function:

The Report Manager add-on module provides robust management of all pre-meeting workflow activities including the preparation and approval of reports and submissions. This module also benefits administrators as it integrates seamlessly with the agenda and minutes, automatically pulling information from the report into the meeting documents.

Leveraging the power of Microsoft Word (Office 2010 to O365 are all supported), administrators can create custom eScribe Word report templates that are used by staff to create their meeting reports and harness the powerful version control, change management, electronic approvals, and flow of information into the agendas and minutes.

Key Features

- Unlimited MS Word report templates

- Ability to add supporting documents in multiple formats (Word, Excel, PowerPoint, Graphics, Audio, Video)

- Access to Laserfiche records management for access to documents to be included in new submitted reports

- Built-in document management and version control with MS Word track changes

- "Check In/Check Out" capability to prevent simultaneous edits with document update notifications

- Unlimited approval workflows which can be customized and tuned for department needs, document types, and report contents

- Fully managed permissions (public and private/in-camera)

- Supports Administrative Assistant notifications and approver delegates

- Automated population of report information into agenda & minutes documents – meeting types, titles, descriptions, recommendations/resolutions
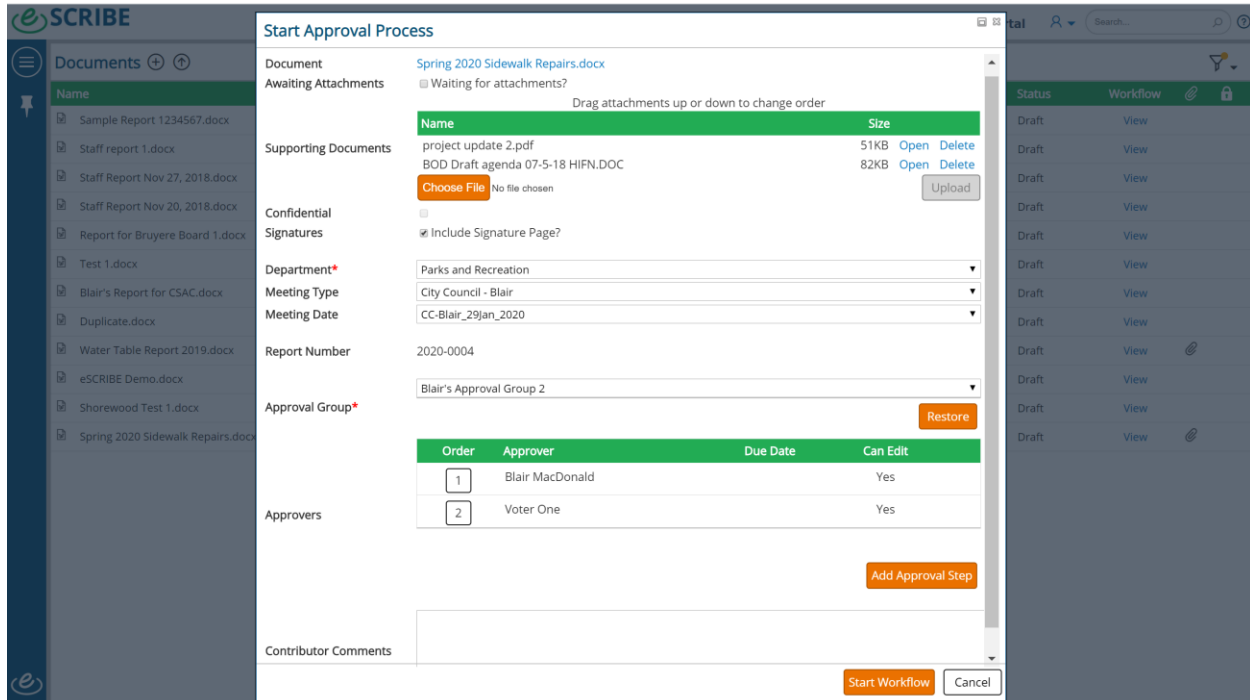
and other details may be automatically extracted

- Full document approval histories
- Electronic signature page report integration

Workflows

eScribe provides a robust Workflow management system which allows for:

- Serial approval steps by individuals and/or meetings
- Using meetings as approval steps for legislative management (readings)
- Configurable permissions including confidential/closed session documents management
- Departmental, global, or individual approval workflows
- Ad hoc approvers
- Absent approver delegate assignment
- Approver time limits
- Audit trail on approval steps
- Electronic signatures on approvals (standard feature, with optional digital signature integration through Notarius)

Internet Publishing:

Module Function:

When it comes to citizen engagement, eScribe Publishing + Citizen Engagement makes it easy. Leverage social media, submit delegations electronically, solicit feedback on key agenda items, allow citizens to register questions in advance, or even sign up to receive automated alerts on topics of interest as they move through the meeting process, all through your website.

eScribe's Internet Publishing+ supports the publication of meeting agenda and minute details to your public website either in PDF or HTML format with links to individual supporting attachments.

Calendar View

List View

External Search

Conflict of Interest Registry

With the addition of eScribe's Webcasting+ module, meetings will be automatically indexed with the live or archived video broadcast of the meeting, providing increased transparency.

Key Features

- Supports ADA Compliant HTML and/or PDF publishing
- Seamlessly integrates with existing website
- Publishes directly to Laserfiche with the eScribe Laserfiche connector
- Fully responsive design to accommodate multiple device formats
- Provides for simple publishing and download of large agenda packages
- One click publishing of agendas and minutes
- Social Media Integration
  - Facebook
  - Twitter
  - LinkedIn
  - Calendar
- Optional RSS feeds
- Engage citizens, allowing them to ask questions on agenda items
- Flexible layout options, including list and calendar views
- Support for automated delegation request and approval
- Sign up to receive automated alerts on topics or meetings of interest

- Seamlessly integrates with Webcasting+, for publishing of video/audio linked files
- eScribe also provides optional automatic, live, Closed Captioning which is fully integrated with the video stream. This is available as an additional cost.

Webcasting Plus:

eScribe is the exclusive partner of ISI Live in the Municipal and Secondary Education verticals. eScribe fully integrates the ISI encoder at an Application Program Interface Level. eScribe's support staff are fully trained in maintaining and managing ISI encoder issues during a meeting and offer expedited 7x24 access to video support staff if required.

Module Function:

To provide our customers with a comprehensive solution, Webcasting Plus handles the implementation of everything you need from the encoder and storage solution. With a fully managed Webstreaming service, or with optional YouTube integration, Webcasting Plus improves transparency with features such as automatic video

tagging, optional closed captioning, and a fully responsive design page for your existing website.

eScribe's comprehensive Video Streaming Solution further assists administrators in automating the indexing, editing, and internet publishing of audio/video, along with your agenda and minutes, for public access. Additional capabilities can be implemented in a number of progressive phases over several budget periods.

eScribe is very flexible with its support of video streaming and indexing solutions. Webcasting Plus allows administrators to integrate webcast video with hyper-tags and incorporate these streams into your online meeting content.

More and more meeting rooms are being wired with audio and video systems that capture the complete proceedings for live and on-demand viewing 24/7. eScribe makes it easy for the integration of this content with the appropriate agenda, so that it can be indexed to the specific agenda item, minutes and resolutions, for future recall and review, with nothing more than a browser and internet connection.

Key Features

- Provide a live stream and archival service for video feeds, which can be bookmarked to the minutes documents when published
- API level integration between eScribe and the ISI encoder, allowing for control over the feed, splash screens, microphone muting, webcasting, and recording
- The ability (hardware/software) to easily capture and stream live from the meeting room
- Archived material is hosted by eScribe and available on your website
- Unlimited number of viewers for live and archived material
- Access to metrics of your live and archived viewership (#of viewers, etc.)
- Video feed can be provided by any video capture source, even that provided by cable company
- Optional automated **Closed Captioning** provided by an Artificial Intelligence Agent (IBM Watson) which provides live, in-stream, closed captioning, post meeting captioned files and automatic meeting transcription

- eScribe's Video Streaming service detects the type of device being used to view the video, and automatically loads a suitable player

- Allows for smart (hyper) tags of video to agenda items and minutes

- Provides a simple front-end for public access to video tied to meeting minutes

- Improves the transparency of meeting information, using a video stream of the meeting, complete with easy-to-use tags, so users can jump to a particular segment of the meeting that they are interested in

Quality Assurance and Monitoring

eScribe provides monitoring for the application during live events and can schedule additional staff as necessary for extended shifts. A customizable web-app enables our team of technicians to provide quality assurance monitoring of all live streams.

Our QA web-app facilitates monitoring of multiple feeds (slide presentations, video codecs and bandwidth rates) on a single screen and provides a method for tracking the status of each live feed in real-time. Any user can click to update the status of a live feed, identifying problems or marking a feed as "good".

Status information can be displayed instantly on the screens of all the users, including QA/monitoring technicians. Both eScribe QA staff, as well as your IT personnel will have access to the QA web-app, to ensure complete transparency and improved quality assurance.

eScribe recommends that one of your staff is available via instant messaging service as well as by phone, to ensure the lines of communication are open throughout any testing and live events.

Security

All eScribe infrastructure and services are built with security in mind. We host our services exclusively on a Linux-based platform and apply security updates as soon as they are released. Our datacenter facilities house our servers and are protected by Anti-DDOS systems, where threats are instantly detected and automatically mitigated.

Webcasting is a dynamic, evolving service and our systems and infrastructure keep pace by undergoing constant updates. Security by design and in operation are integral in this continuous process.

Editing and Indexing

Indexes can easily be applied and edited directly through the web interface. When combined with eScribe Meeting Manager (sold separately) tags are automatically inserted into the appropriate agenda/minute items when published on the website.

Web Integration

eScribe has two approaches to integration of the Webstream into your website. As a standalone webcasting solution, the player may be incorporated directly into a destination website using standard iFrames. When combined with eScribe's Meeting Management solution, agendas/minutes and support documents, including indexed video, are available to citizens through a single view on your website.

Reporting

You will have access to viewership statistics at any time, via your dedicated portal, where your username and password will provide real-time statistics as well as the archives of recorded meetings.

eScribe Webcasting reporting metrics include:

- Total number of hits (live and/or archived)
- Total number of unique hits (live and/or archived)
- Number of concurrent users at any given time
- Peak concurrent users
- Average concurrent users
- Reporting by IP address
- Amount of data transfer

In addition to eScribe's reporting platform, we can also incorporate Google Analytics, at no additional charge.

While eScribe is proud of its world class cloud infrastructure, we recommend that additional audio and video redundancy be built into your overall AV setup by a qualified third-party consultant. If you don't have one, we would be happy to recommend one of our authorized Integration Partners to assist you.

Additional eScribe Webcasting Plus Technical Information

Capacity for Live Concurrent Broadcasts	500
Capacity for Live Concurrent Viewers	500,000
Number of live and VoD events streamed over period of 1 year	1000+
Average streaming length per event, live and VoD	6 hours +

Technology Supported

Flash, H264, YouTube Live, Windows Media, Real Media, QuickTime, MPEG 4 (Part 2, Part 10), MPEG 1,2 MP3 – all progressive download formats, MP3, Audio only streaming

Resolution

Any up to 1080i (Full High Definition)

Encoding Speeds

Any up to 5.5 Megabytes per second

Delay

3- 10 seconds avg

Video Output

Codec: H.264
Data rate: 300Kb/s to 50Mb/s
Resolution: 320x240 to 720x480

Audio Output

Codec: AAC
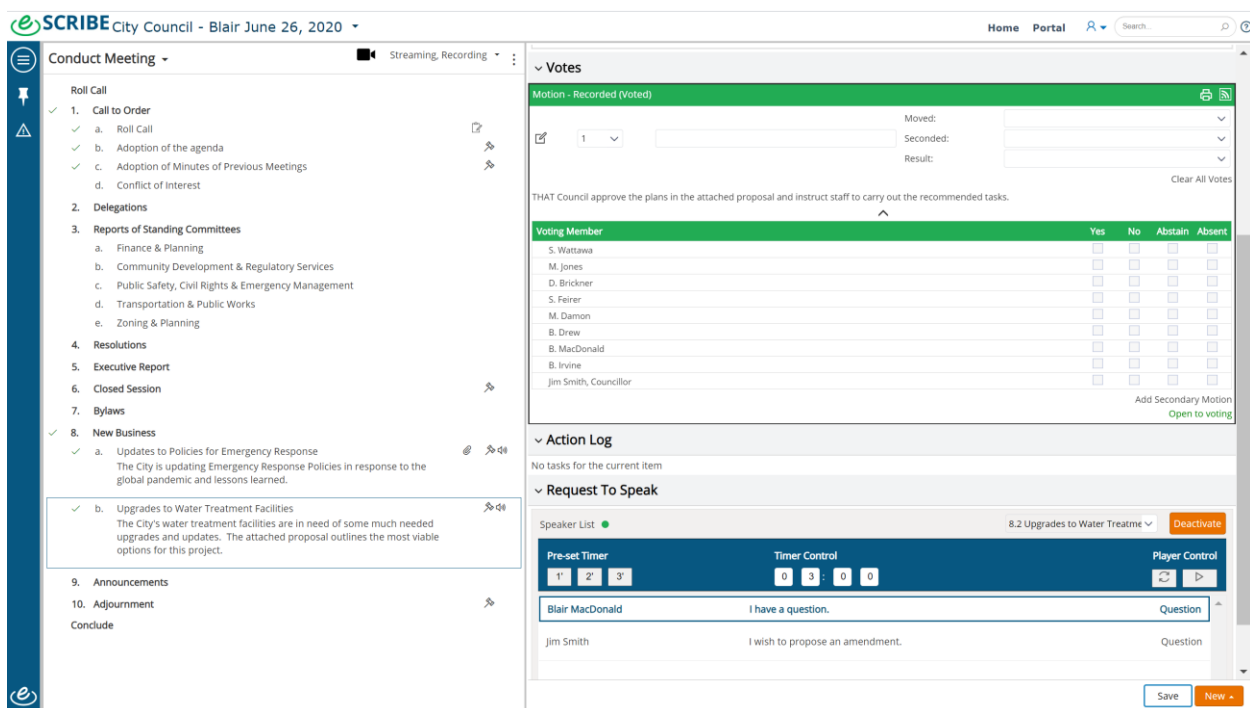
Data rate: 32Kb/s to 2Mb/s

Sample rate: 32Khz to 48Khz

mono/stereo

Vote Manager/Request to Speak:

This module is specifically designed to manage debate and voting during a meeting. Directly supports discussion and voting results in chambers, remote meetings and eases the management of hybrid meetings.

Module Function: Rules Based Electronic Voting Vote Manager allows participants to electronically vote on resolutions in real-time through their Participant Portal, iPad, or Windows 10 tablet. The module supports an array of vote types and is fully integrated with roll call, check-in/out, and pecuniary interest management. Vote results can be graphically displayed in-chamber and, when used with the Internet Publishing Plus module, published to the web.

Once opened, a vote screen appears on meeting participants device (Web, IOS or

Windows 10 Apps) and from there the Councilor can enter a result.

Alternatively, the recording secretary can manually enter a vote on behalf of members who wish to raise their hands.

The eScribe Public Display shows the motion being voted upon followed by the result upon vote completion.
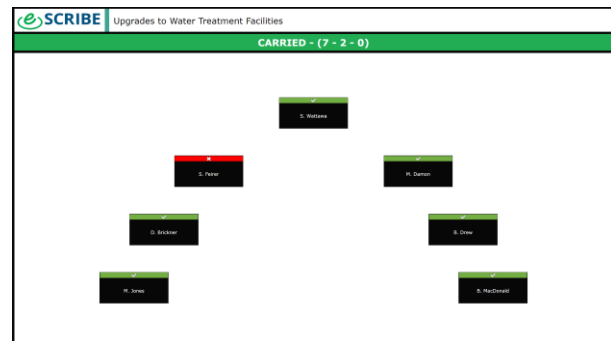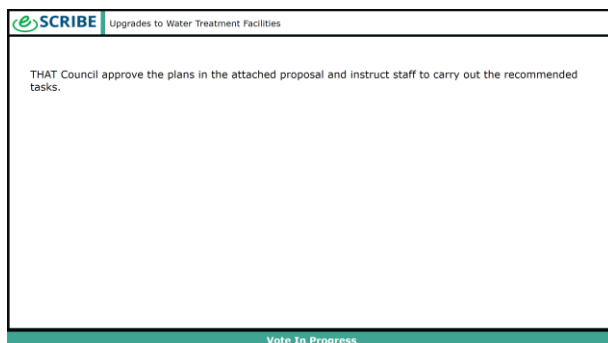
Key Features

- Supports multiple vote types: simple majority, weighted, two-thirds (present/members), unanimous, tie breaker, multiple choice, and secret ballot
- Fully-integrated with roll call, check in/out, pecuniary interest, voting areas
- Graphical public display screens with configurable voting results details
- Fully integrates with Conflict of Interest registry and current meeting attendance

Module Function: Request to Speak

Manages the Request to Speak Queue with member requests, maintains managed order which can be modified by the chair and presents a public display of timers, speaker order and number of times a speaker has spoken on a given issue.
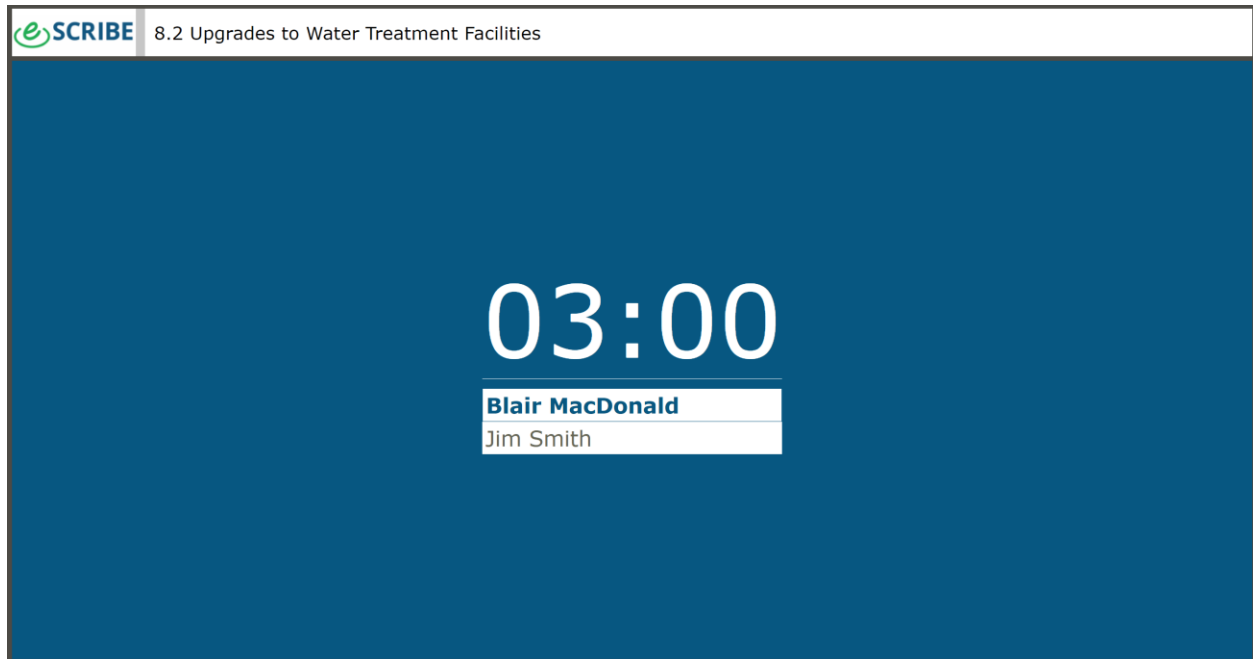
Key Features

- Manages the Request to Speak Queue for debate on agenda items including time limits, number of times speaking, speaker order and public display of current speaker time limits
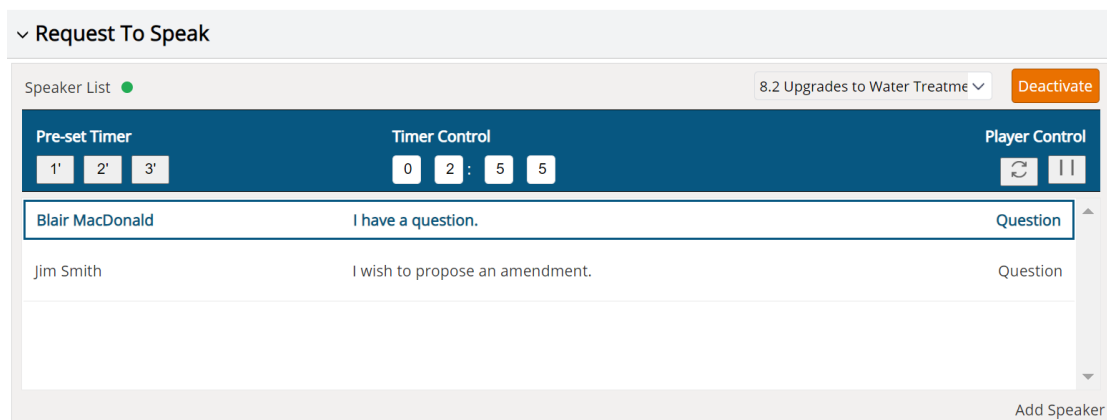
- Can be used during hybrid meetings to assist with microphone management

on web conferencing applications

Board Manager Plus:

Introduced in 2018, Board Manager Plus addresses municipal demands for a simple tool to manage board members and recruitment. This process has traditionally been managed through Excel spreadsheets and large file folders of paper, as well as leveraging newspapers for the publication of vacancies. eScribe Board Manager offers a simple approach with an electronic tool to simplify the entire board information and recruitment process. Available as a standalone product or fully integrated to the eScribe Meeting Management suite, Board Manager simplifies managing board terms, recruitment, and public notification of board meetings and activities.
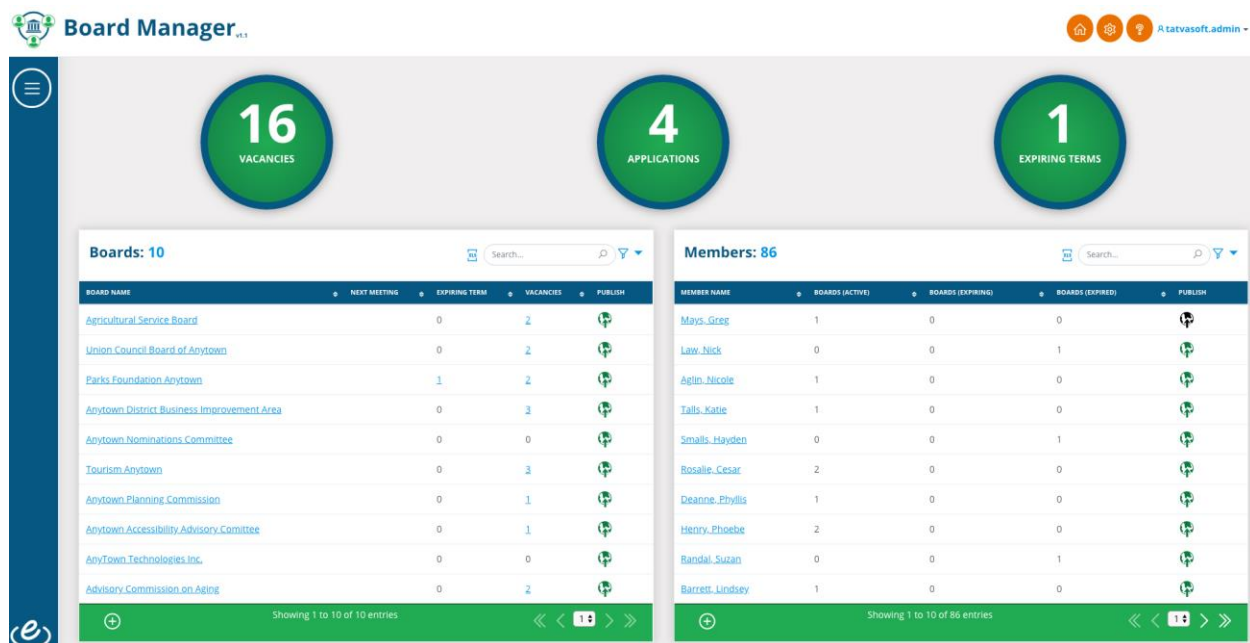
Key Features
- Manages Board descriptions and Board Member public biographies
- Simple web publishing for all meeting artefacts related to the Board
- Manages Terms, Term Limits and current Board Membership
- Web publishes vacancies and accepts applications and resumes for processing and consideration for Board Membership
- Publishes Board Meeting Schedule

Board Manager Plus fully integrates to eScribe Attendee Profiles for automatic Participant List updates.

Public Comments:

Allow the public to submit comments on agenda items

An add-on to the Internet Publishing Plus module, Public Comments allows organizations to receive and publish comments from citizens before, during, and/or after meetings.

Key Features

- Meeting administrators can track and post citizen comments by agenda item
- Configurable rules by meeting type
- Optional review and approval
- Comments can be retained as part of the public record or alternatively deleted after the meeting
- Fully integrated with the meeting's agenda, minutes, and video through your existing website

Public Speaker/Delegation Requests:

Manage citizen requests to speak during public meetings

An add-on to the Internet Publishing Plus module, Delegation Request Management (DRM) allows organizations to efficiently manage citizen requests to speak during public meetings through an online form on their existing website.

Key Features

- Manage delegations' deadlines by individual meeting type
- Automated delegation request and approval
- Customizable web form fields

Implementation and Training

While a few vendors have solutions with features to address some of the pain points associated with meetings, features on their own don't necessarily drive benefits. We've learned that the ultimate success of a meeting management solution implementation is driven more by end user buy in to the improved way of doing things. That is why more projects fail from lack of user adoption than virtually any other reason.

While training end users on proper system use is an important component, there are additional critical factors to consider. To ensure a successful implementation, we assign a dedicated team and follow a repeatable framework that has been developed over hundreds of successful implementations spanning customers both large and small.

Project Management

Your Project Lead will guide you through the process of setting up your project for success and long-term satisfaction. Throughout a series of project meetings, you will be led through a tried-and-true process to take your organization from configuration, training, initial go-live, and subsequent roll out to the rest of the organization.

Configuration

Your Project Lead will work with you to communicate with staff and coordinate the gathering of user, meeting, and process information to configure eScribe for its first use, including:

- Project Planning and ongoing Coordination
- User and Permissions Configuration
- Meeting Types Configuration
- Agenda & Minute Templates & Workflow Configuration
- Report & Legislative Templates & Workflow Configuration
- Webcasting Configuration
- Internet Publishing Configuration
- Scheduling End User Training

- o   Meeting Administrators
- o   Site Administrators
- o   Staff Contributors
- o   Meeting Participants
- Maintaining project documentation and resolving open items

Timelines

eScribe's implementations are centered around a standard approach that has been refined through many years of working with Customers and proven to not only implement the solution, but to help the organization streamline user adoption. As an Azure cloud-based solution, our deployment mainly involves the Customer's administrative staff. IT involvement primarily centers around Single Sign-On (SSO) setup, video encoder installation, and web publishing integration.

To facilitate a seamless implementation, built on proven best practices with hundreds of organizations, the eScribe Implementation Team has put together a sampling of template options for agendas, minutes, and report documents that customers can choose from during the configuration of their meeting templates. Alternatively, customers can work with the Implementation Team to configure templates.

Given variables such as vacations, elections etc., a final go live date would be established by the project team, consisting of both the Customer and eScribe, early in the implementation process.

Dates	Activity	Description	Team
StartDate (SD)	Contract Signed	• Contract awarded to eScribe • Contract signed	Purchasing (Customer), Sales (eScribe)
SD	Coordinate Hand Off Call	• Sales to Coordinate hand off introduction with eScribe Implementation team & customer	Sales & Project Lead (eScribe) Project Sponsor (Customer)
SD + 2 days	Project Hand Off Mtg *(15 min call)*	• Project Hand Off Meeting • Introductions of project teams (eScribe & Customer) • Draft Project Charter	Sales & Project Lead (eScribe) Project Team (Customer)

		o Review of modules purchased & Configuration details o Confirm Goals & Risks o Confirm desired project kick off & completion timeline **ACTIONS AFTER CALL:** • eScribe to finalize project charter, draft project plan & build site • Customer to gather & send meeting artefacts (Agendas, Minutes & Reports) • eScribe review meeting artefacts • Customer to complete configuration worksheet for publishing & webcasting	
SD + 5 days	Project Kick Off Discussion *(60 min call)*	• Review project charter, project plan and adjust with customer feedback • Review further detail of implementation & training plan **ACTIONS AFTER CALL:** • Introduce Customer to ISI, Customer & ISI to order hardware & plan for installation of video encoder	Project Team (Customer) Project Lead (eScribe)
SD + 15 days	AV Review Meeting *(30 min call)*	• Review AV configuration details as sent by customer • Review configuration of webcasting video encoder	Customer Technical/AV contact ISI AV setup contact
SD + 17 days	Configure eScribe	• Create meeting artefacts in environment (agenda & minutes for 2 meetings, 2 attendee groups – with up to 50 users) • Test the environment • Complete user configurations (*If ADFS/Azure AD in use, Customer must have internal ADFS/Azure AD configured & parameters sent to eScribe before any user configuration can begin or migration costs may apply) • Build publishing site • Customer & ISI to continue working to plan delivery & installation of video encoder	eScribe Project Team
SD + 23 days	Template Review Mtg *(60 min call)*	• Review finalized meeting artefact template configuration • Review finalized publishing site • Review remaining configuration settings • *NOTE Customer must provide all configuration detailed by "Configure eScribe" date in order to meet date at*	Project Teams (Customer) Project Lead (eScribe)

		*this stage** **ACTIONS AFTER CALL:** • eScribe to adjust templates & send revised copy for sign off • Customer to confirm training dates • Customer IT to confirm video encoder is setup & ready to go	
SD + 29 days	Meeting Manager Training	• Meeting Manager Training with primary user group (4- 2.5hour sessions) • Mock Meeting Preparation • Mock Meeting Delivery with video (additional video training session as needed) **ACTIONS AFTER TRAINING:** • Workshop sessions scheduled as needed to discuss specific processes with Trainer • Customer Training Attendees to start using eScribe immediately for meetings • Customer is responsible for training additional staff and rolling out Meeting Manager to other departments	eScribe Trainer, Customer Meeting Admin Group
SD + 35 days	Conduct Practice Meeting	• Customer to prepare meeting and conduct practice meetings in eScribe (build agendas & minutes) • Customer to practice using video equipment and eScribe timestamps • First meeting support from eScribe Team	Customer Project Team, eScribe support
SD + 40 days	Post Meeting Review	• Highlight challenges and questions for review from Meeting Manager Practice	eScribe Project Lead, Customer Project Team
SD + 42 days	Publishing Implementation	• eScribe Implementation Coordinator to send iFrame details to integrate publishing into current website • Customer web developer implement new publishing pages (iFrame into existing site)	Customer IT (web admin)
SD + 43 days	Report Manager Pre - Configuration Meeting *(30 min call)*	Review the Report Manager configuration documents & information needed from the customer • Review meeting artefacts if necessary	Project Team (Customer) Project Lead (eScribe)
SD + 44 Days	Configure eScribe	• Create meeting artefacts in environment (1 report, 5 workflows, 2 attendee groups – with up to 25 users)	eScribe Project Team
SD + 50 days	Contributor Training	• 2.5 hrs for Report Administrators • 1 hrs for Report Writers (primary user group) **ACTIONS AFTER TRAINING:**	eScribe Trainer, Customer Contributor & Admin Group

		• Workshop sessions scheduled as needed to discuss specific processes with Trainer • Customer Training Attendees to start using eScribe immediately for reports • Customer is responsible for training additional staff and rolling out Report Manager to other departments	
SD + 62 days	Post Practice Review	• Highlight challenges and questions for review from Report practice	eScribe Project Lead, Customer Project Team
SD + 63 days	Participant Training	• Training for staff who will be training meeting participants, web/Mtgs Pro apps access (train the trainer) – via training video. **ACTIONS AFTER TRAINING:** • Workshop sessions scheduled as needed to discuss specific processes with Trainer • Customer Project Team train meeting participants	eScribe Trainer, Customer Project Team
SD + 75 days	Go Live (Phase 1 Complete)	• Once implementation tasks are complete, final review of project charter and sign off **ACTIONS AFTER CALL:** • Customer to actively use eScribe for core meetings, rolling out to additional meeting types/users is done at the discretion of the customer • Customer will engage eScribe support team as required	eScribe Project Lead, Customer Project Team
PHASE 2			
TBD	Further System Roll Out	• Plan for system migrations (data from legacy systems) • Plan for system roll out to organization eScribe Project Lead to support Customer Project Team in roll out of software as desired to additional meeting types and report writers	eScribe Project Lead, Customer Project Team

NOTES:

- Estimates do not account for Customer's delays resulting from a shortage of resources or availability of required information
- Day count increment represents working days
- Schedule is subject to change during Project Plan creation

- In addition to the meetings outlined in the plan, weekly/biweekly project meetings will also be scheduled. During phase two system roll out, eScribe implementation team will play a supporting role in Customer onboarding to the rest of the organization, at this time the frequency of project meetings will be evaluated
- Assumption is made that Customer will commit resources as outlined in plan
- Assumption that template emphasis will be on electronic/HTML agenda & minutes
- Assumption is made that eScribe will be training primary user group with a "Train the Trainer approach"
- All training, unless otherwise discussed, is conducted via online group webinar sessions
- Implementation timelines might delay should Customer ADFS/Azure AD setup is not complete in time for site build, alternatively a user migration can take place after ADFS/Azure AD integration is complete (additional charges may apply).

Migration Timelines:

Data migrations are the second phase of the onboarding process. **Migration projects are not committed to the schedule until the project planning phase with your onboarding team.**
While we do our best to schedule as close as possible to go live, typical lead times are approximately 6 months from date of scheduling

Team

Customer experience is a crucial aspect of eScribe's ethos. We understand that migrating to a new software can be a daunting prospect. We have a dedicated team of experienced eScribe professionals supporting you every step of the way, reducing the impact on your internal staff and IT department and ensuring a successful, pain-free roll-out.

eScribe proposes the following project structure for this initiative, subject to change depending on the agreement between eScribe and the Customer during project negotiation.

Customer Team:

```
                    ┌─────────────────────┐
                    │  Project Sponsor    │
                    │    (Customer)       │
                    └─────────────────────┘
         ┌──────────────┬───────────┴──────────┬──────────────┐
┌────────────────┐ ┌──────────────┐ ┌──────────────┐ ┌──────────────┐
│  Project Lead  │ │ Project Team /│ │  Technical   │ │ AV Technical │
│  (Customer)    │ │Champion Users │ │   SME(s)     │ │   SME(s)     │
└────────────────┘ └──────────────┘ └──────────────┘ └──────────────┘
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Role	Responsibility	Skills Required
Project Sponsor	Responsible for oversight and ensuring that the project provides the anticipated business benefits to the Customer.	Management authority.
Project Lead	Overall project time, cost and quality responsibility, schedule control, escalation and issue log, project reporting.	Project management.
Project Team / Champion Users	Core implementation group, responsible for making process & configuration decisions. Will attend training and be the first users of the system during roll out.	Individual(s) with meeting process expertise required to complete the project.
Technical Subject Matter Expert (for ADFS or Azure AD integration only)	Ensuring that the project aligns with the Customer's systems and architecture. Primarily responsible for ADFS/Azure AD configuration & setup.	Individual(s) with technical expertise required to complete the project. Familiarity with ADFS/Azure AD setup.
AV Subject Matter Expert (for webcasting only)	Providing information to eScribe and participating in the configuration and testing of the encoders for webcasting.	Individual(s) with technical expertise required to complete the project. Familiarity with current AV setup.

eScribe Team:

Role	Responsibility	Skills Required
Project Sponsor	Overall project oversight and responsibility for eScribe team performance and involved in escalations as required.	Management authority.
Implementation Lead/ Project Manager	Overall eScribe implementation lead (requirements, configuration, training), resource schedule control, escalation and issue log.	eScribe subject matter expert, meeting process expertise, project management.
Technical Analyst	eScribe Installation, and configuration with ADFS/Azure AD.	Expertise with eScribe's Microsoft Azure infrastructure and technical configurations with eScribe and ADFS/Azure AD.
Account Manager	Upon implementation completion, Account Manager will proactively reach out to the Customer to inform on latest updates and new services.	eScribe subject matter expert, meeting process expertise.
Trainer	Training of Customer staff and conducting of Workshop sessions.	Subject matter experts on various aspects of eScribe use and operation in a production environment.
AV Experts (ISI Live Team Members)	Webcasting configuration and works alongside Customer AV SME on installation of hardware.	Webcasting and A/V subject matter experts.

Project Team Experience:

While eScribe does not designate specific team members until closer to project kick-off, summary biographies have been provided below. All members of the eScribe implementation team are fully trained or certified as required and have completed

numerous successful client implementations. All eScribe Operations staff have also successfully completed police background checks.

Out of respect for staff privacy, actual staff resumes are not provided in RFP responses however we would be happy to answer any specific questions as it relates to the project team's experience.

Name	Name/Role	Experience	LinkedIn Profile
Tara Astbury	Project Sponsor	• 15 years working with public sector organizations to streamline meeting processes • Serves as the point of escalation for Customer issues and unique process workarounds • Oversees the Operations division of eScribe to ensure superior experience for all customers	[Click here](#)
Jeff Hardy	Project Manager	• 20 years' experience managing medium/large scale projects in the public sector, IT, Telecommunications and Manufacturing sectors • ITIL Foundation Certificate • 3+ years' experience leading eScribe customers through successful implementations • Serves as Project Manager on large implementation projects, with over 60 such implementations in his portfolio, past projects include: o City of Hamilton o Toronto District School Board o City of London o City of Detroit	[Click here](#)

Tosca Milanovic	Implementation Coordinator	• 13+ years' experience in project coordination
		• 4 years' experience leading eScribe customers through successful implementations
		• Serves as Implementation Coordinator on more than 50 eScribe implementations, past projects include:
		   ○ Haldimand County
		   ○ Thunder Bay District Health Unit
		   ○ Columbia Shuswap RD
			[Click here](#)

Ashley Freel	Implementation Coordinator	• 5+ years' experience in coordinating new policy and procedures in the education sector
		• 3+ years' experience leading eScribe customers through successful implementations
		• Serves as Implementation Coordinator on over 80 eScribe implementations, past projects include:
		   ○ Oxford County
		   ○ Bruce County
		   ○ Livingston County
			[Click here](#)

Chris Phagoo	Account Manager	• 8+ years' experience working with eScribe Customers in support and account management • Serves as Account Manager for over 100 eScribe customers, proactively reaching out to customers post-implementation about new developments.	[Click here](#)
George Attia	Account Manager	• 1+ years' experience working with eScribe Customers in support and management • Serves as Account Manager for over 100 eScribe customers, proactively reaching out	[Click here](#)

		to customers post-implementation about new developments.	
Davidsen Naigum	Technical Analyst	• Trained on Microsoft Azure environment as it relates to eScribe's use and integration with Azure AD and ADFS • Serves as Technical Infrastructure specialist on the majority of eScribe projects	[Click here](#)
Geeta Nagpal	Trainer	• Certified Training Professional • 10+ years' experience serving as Trainer on eScribe projects of both small and large scope • Leads Customers through one-on-one process workshops	[Click here](#)
James Yearwood	Trainer	• Experience working as Municipal Systems Analyst and Report Writer • Experience with process improvement and software training • 2+ years' experience serving as Trainer on eScribe projects of both small and large scope • Leads Customers through one-on-one process workshops	[Click here](#)

Training/eScribe Academy

eScribe is built to be user-friendly and, with just a few training sessions, users will be quickly on their way to run their first live meeting independently and with confidence.

Available Courses

- BM1 – Board Manager for Administrator
- MM1 – eScribe Portal Activities
- MM2 – Pre-Meeting Activities
- MM3 – Conducting the Meeting
- MM4 – Post Meeting Activities

- RM1 – Report Manager Administrator
- WCP1 – Webcasting for Site Administrator
- WCP2 – Webcasting for Meeting Administrator

Unlimited Group Format

Leveraging the group training format allows end users to learn the proper use of eScribe in targeted sessions that can be scheduled around existing schedules, with other like-minded users from nearby municipalities and school or public sector boards. We have found this method to be extremely helpful as users can interact throughout the session, sharing best-practices and lessons learned with each other. Courses are offered multiple times per month and can take as little as a few hours to complete, so users won't fall behind while they are away from the office.

With eScribe's Unlimited Annual Training Subscription, any number of designated users will have the flexibility to register as many times as required to provide ongoing training for new or existing staff as the need arises.

Go Live Support & Coaching

Unlimited Coaching Sessions

In addition to end user training, you will have unlimited access to your dedicated Account Manager for both ad-hoc and scheduled + coaching calls up to 30 minutes in length, who can answer questions and provide targeted training to key staff ensuring your ongoing success.

Dedicated Go Live Support

In order to ensure that your first meeting gets off to a strong start, your SCRIBE Champion will support you through agenda prep, conducting, and recording your first live eScribe meetings to ensure administrative users are comfortable with all aspects of the meeting lifecycle.

Monthly How-To Webinars

We also run monthly webinars on topics as requested and voted on by customers offering how-to instructions and time saving tips to help users get the most from eScribe. Sign up for one or as many as you like.

Customer Community Portal (CCP)

To further empower our customers, the CCP can be used to submit and track support tickets. There is also a forum within it to communicate and share product ideas directly with the eScribe product management team and collaborate on meeting "best-practices" with other eScribe customers. Some key features of CCP include:

- **Access Knowledge Base** – a library of user reference, manuals, and help guides
- **FAQ section** – "How-to" guides and technical trouble shooting assistance
- **Customer forum** – Chat with other eScribe customers and learn from each other
- **Feature requests** – Submit ideas to eScribe and vote/comment on proposed features from other users
- **Latest announcements** – including product release notes, promotions, company updates
- **Videos** – instructional videos for apps and various eScribe features

We understand that change can be scary and that you may have questions that need to be answered in order to effectively manage changing the way your organization manages its public meetings as we move to digital, including:

"Which functionality is best for us?"
"Will our processes need to change?"
"How will we smoothly transition to the new system?

The transition from paper products to digital systems is changing the way we create, consume and share information, requiring us to move away from established processes and adopt a more integrated workflow that, once in place, will benefit internal and external stakeholders alike.

With many years of real-world public sector experience, our third-party change management consultants can help you identify any process, training, or skills variances and develop a plan to help your users smoothly transition to eScribe.

eScribe Academy

eScribe Administrators will be given a login to begin their training. Courses are assigned based on the tools their organization uses. Learning is self-paced with each session lasting approximately 2.5 hours, with the whole program taking approximately 8-10 hours. Each session includes quizzes to ensure viewers are understanding the content that they must pass in order to progress.

Each eScribe Administrator should have their own unique license for the system as they will receive an eScribe Certificate with their name after training is completed. Certificates can be downloaded and added to their resume and LinkedIn profile! Administrators will be eScribe Certified!

One-to-One Training

For larger end user groups or in cases where the customer would like to incorporate customized business process training into the curriculum, we offer 1:1 training sessions with a dedicated trainer. One-to-one training can be delivered remotely, or on site as required.

Train the Trainer

For larger groups, a "Train the Trainer" approach could be more cost-effective, where a small number of customers end users will be trained by eScribe, who then become the power user in the organization to train and answer questions internally.

This method ensures there is always a competent in-house trainer available to help your team out with the new processes until the new skills become a habit. The other benefit to an in-house trainer is that they understand the organizational culture and needs, allowing them to share information and new knowledge in a way that will resonate with their staff.

Document/Records Management Integration

At eScribe we realize that your public meetings are part of an overall content management strategy across your organization (ECM). That's why eScribe provides off the shelf "connectors" to many of the industry's leading ECM systems, including, Laserfiche, FileHold and SharePoint.

Chamber/Meeting Room Integration

Whether it's support for multiple screens or integrating with microphone and physical voting terminals, eScribe provides off the shelf "connectors" to several leading manufacturers, and in many cases can customize a solution to meet individual requirements.

Detailed Pricing

eScribe is pleased to offer the following annual subscription and one-time setup fees to meet the requirements as outlined in this RFP. eScribe leverages a detailed onboarding approach developed over hundreds of successful customer implementations, allowing us to provide a fixed price, including: activation of the solution on the cloud, customer specific configuration of meeting types, content templates, and initial workflow configuration, administrator, contributor, and participant training, in addition to one on one workshop sessions and go live support for key initial meetings.

eScribe Transparency Bundle

eScribe Annual Service and Support Fees				
Module	**License Type**	**License Fee**	**Quantity**	**Cost**
eScribe Transparency Bundle	Annual	$ 21,660	1	$ 21,660
eScribe Meeting Manager		INCL		
eScribe Participant Access		INCL		
eScribe Internet Publishing		INCL		
eScribe Report Manager		INCL		
eScribe Webcasting Plus		INCL		
Forms Authentication		INCL		
Total - Annual Software and Support Fees				**$ 21,660**
Implementation Fees		**Service Fee**	**Quantity**	**Cost**
eScribe Transparency Setup/Training	One time	$ 3,220	1	$ 3,220
2 Meeting Types, 1 Report Template, 5 Workflows		INCL		
Migration of Historical Granicus Data		$ 1,200	5	$ 6,000
6 x eScribe Academy Licenses		INCL		
Discount on Migration			1	-$ 6,000
Total - One-time Implementation Fees				**$ 3,220**

Optional Modules:

Optional Module	License Type	License Fee	One Time Setup
eSCRIBE Live Closed Captioining	Annual	$ 10,350	$ 2,350
eSCRIBE Public Comments	Annual	$ 3,000	$ 1,170
eSCRIBE Public Speaker/Delegation Request	Annual	$ 2,130	$ 750
eSCRIBE Vote Manager & Request to Speak	Annual	$ 2,870	$ 1,170
eSCRIBE ADFS or Azure AD Authentication	Annual	$ 3,000	$ 2,350

Pricing Notes
1. Proposed pricing is valid for 120 days from date of submission of this response.
2. Implementation fees are for remote support. Onsite personnel can be arranged. Additional travel and living expenses would apply in addition to the Implementation Fees.
3. Year 1 Subscription and Implementation Services Fees are invoiced upon commencement of the project.
4. Subsequent year(s) Subscription Fees will be due on the anniversary date and will increase from the previous year's Subscription Fees by five percent (5%).
5. Payment Terms are Net 30 from date of invoice.
6. Migration of existing meeting artifacts would cost $1,200.00/day, estimated at 5-10 days, and is based on an assumed scope document that would be created. Additional nominal fees will be applied based on the volume of data that is migrated. Should eScribe be chosen to deliver this solution, we will review the scope with you to establish agreement of all parties on the correct approach.
7. eScribe Meetings for Tablets <u>Standard</u> app (available on iOS only) is included in the bundle price (unlimited users). Additional eScribe Meetings for Tablets <u>Professional</u> licenses (available for both iOS and Windows 10) are available for download at rates listed below. For a feature comparison of Professional and Standard please see the section titled [Participant Access Functionality Matrix](#).

    a. $100/user per year (1-10 users)
    b. $75/user per year (11-50 users)
    c. $50/user per year (51-100 users)
    d. $35/user per year (101+ users)Proposed Solution

Migration Fees
At the completion of the migration, a legacy data storage fee will be charged, as per the table below. These charges would only apply to meeting artifacts such as agendas/minutes/support documentation. Video storage is unlimited and does not factor into the below costs.

GB	Price / GB
0-50	$10.00
51-100	$9.50
101-150	$9.00
151-200	$8.50
201-300	$8.00
301+	$7.50

References

Client Name	City of San Luis Obispo, CA
Address	990 Palm Street, San Luis Obispo CA
Contact Name	Megan Wilbanks, Deputy Clerk
Contact eMail	mwilbanks@slocity.org
Contact Phone Number	805-781-7103
Client Since	2021
Project Description: The City of San Luis Obispo is leveraging eSCRIBE's Transparency Bundle including Meeting Manager, Report Manager, and Internet Publishing which is the same bundle suggested for The City of Carson	
Project Amount	18K

Client Name	City of Watsonville, CA
Address	250 Main Street, Watsonville, CA
Contact Name	Irwin Ortiz, Assistant City Clerk
Contact eMail	irwin.ortiz@cityofwatsonville.org
Contact Phone Number	831-768-3048
Client since	2020
Project Description: The City of Watsonville is leveraging eSCRIBE's Transparency Bundle including Meeting Manager, Report Manager, and Internet Publishing which is the same bundle suggested for The The City of Carson	
Project Amount	18k

Client Name	City of La Mesa, CA
Address	8130 Allison Avenue, La Mesa, CA
Contact Name	Megan Wiegelman, City Clerk
Contact eMail	mwiegelman@cityoflamesa.us
Contact Phone Number	619-667-1130
Client since	2021
Project Description: The City of La Mesa is currently in implementation and will be leveraging eSCRIBE's Transparency Bundle including Meeting Manager, Report Manager, and Internet Publishing which is the same bundle suggested for The City of Carson.	
Project Amount	20k+

Client Name	City of Richmond, CA
Address	250 Civic Center Plaza, Richmond, CA
Contact Name	Pamela Christian, City Clerk
Contact eMail	pamela_christian@ci.richmond.ca.us
Contact Phone Number	510-620-6513
Client since	2021

Project Description:	
The City of Richmond is leveraging eSCRIBE's Transparency Bundle including Meeting Manager, Report Manager, and Internet Publishing which is the same bundle suggested for The City of Carson	
Project Amount	40k+

Modfication, or Exceptions to the City Contract of Service Agreement Template

eScribe typically uses our own Subscription Agreement document for the contract. With that being said, we are willing to work with the City's contract and have ours as part of the Appendix. The section on Termination within the City's contract would need further discussion with our Legal team should eScribe become shortlisted.

Affidavit of Non-Collusion and Non-Discrimination

CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.

January 26, 2023

Signature | **Date**

James Coulen | Senior Account Executive

Printed Name | **Title**

2019.05.08sh

Federal Lobbyist Requirements

FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION

Name of Firm: eScribe Software Ltd   Date: January 26, 2023

Address: 60 Centurian Drive

State: Ontario/Canada Zip Code: L3R 9R2   Phone No.: 416-890-9808

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1.   No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2.   If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3.   The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: James Coulen   Title: Senior Account Executive

Signature: _____   Date: January 26, 2023

Debarment and Suspension Certificate

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: eScribe Software Ltd.

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: James Coulen

Title: Senior Account Executive

Date: January 26, 2023

RFP Response Contact Details

eScribe will make itself available for any follow-up activities to support this RFP process. Should you have any specific questions about this document please feel free to contact

James Coulen
Senior Account Executive
416-890-9808
jcoulen@eScribemeetings.com

Appendix A – Azure Infrastructure

https://download.microsoft.com/download/1/6/0/160216AA-8445-480B-B60F-5C8EC8067FCA/WindowsAzure-SecurityPrivacyCompliance.pdf

Appendix B – Sample Subscription Agreement

Subscribe Agreement

This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the _____day of _____, 2022

BETWEEN:

eScribe Software Ltd. ("eScribe")

- and -

("Customer")

WHEREAS, eScribe (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

NOW THEREFORE, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean electronic data and information uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage: refers to the online electronic secure storage of Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eScribe for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable State or Federal privacy legislation.

"Location" refers to the location of the Customer entities authorized to Use the Services as set out in Appendix D.

"Support Services" shall mean the technical support and product updates for the Services as made available under eScribe's Support Services set out in Appendix B.

"Taxes" refers to all present or future sales tax, consumption tax and similar taxes.

"Use" shall mean the ability for the Customer to login with username and password and access the Services via the internet.

1. **Services**

   a. eScribe shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.

   b. eScribe shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eScribe shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and state laws, local by-laws, and policies and procedures of the Customer.

   c. eScribe shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eScribe for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eScribe becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eScribe becomes aware that the Services are unavailable for Use, eScribe shall notify the Customer immediately.

d. The Customer may not make available the Service for Use by any third parties.

e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.

f. Customer Data, which shall be hosted in The United States along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eScribe will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eScribe shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eScribe's obligations pursuant to this Agreement.

g. At the execution of this Agreement and during the Term, eScribe represents and warrants to and in favor of the Customer and acknowledges that the Customer is relying thereon as follows:

  i. eScribe has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eScribe hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eScribe to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;

  ii. eScribe's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;

  iii. eScribe has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights

granted herein will not violate the terms of its agreements with any third parties;

iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eScribe in respect of the Services, the Documentation or the Implementation Services, or eScribe's right to grant others the right to access and use the Services or the Documentation. Should eScribe become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eScribe will notify the Customer immediately;

v. eScribe's proprietary software applications and platforms are free of spyware and malware of any kind;

vi. The Services and the Implementation Services provided by eScribe hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;

vii. eScribe will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and

viii. The Documentation is complete and will allow the Customer to access and use the Services.

h. eScribe shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. **Support Services**

a. During the Term of this Agreement, eScribe will provide the Customer the Support Services as described in Appendix B.

3. **Fees**

a. The first year's Subscription Fees and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement.

The Subscription Fees are due annually thereafter, and will increase from the previous year's Subscription Fees by six percent (6%).

b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eScribe provide onsite training, additional travel and living expenses would apply.

c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eScribe from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eScribe has received an amount equal to the payment otherwise required after such withholding or deduction.

d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.

e. All payments are due thirty (30) days from the date of invoice.

a. All references to currency are in US Dollars.

4. **Term**

a. The term of this Agreement commences on the date of this Agreement for a period of three (3) years (the "Term"), and will automatically renew for an additional Term unless notice of cancellation is received 60 days prior to the expiry of the Term.

5. **Termination**

a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.

b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eScribe, the Customer will be liable for a termination penalty amounting to 35% of the remaining Subscription Fees due to the end of the Agreement if terminated in the first year, 25% of the remaining Subscription Fees

due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.

c. Either party may terminate this Agreement upon written notice to the other party in the event that one party breaches any term or condition of this Agreement, provided that the non-breaching party gives the other party notice of the breach, and such breach is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.

d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eScribe shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.

e. Within thirty (30) days after the termination or expiration of this Agreement, eScribe will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). After the thirty (30) day period, eScribe will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

6. **Limitation of Liability**

a. Liability of eScribe under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A or the value of insurance listed in section 10, whichever is greater. eScribe will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

7. **Indemnity**

a. eScribe shall indemnify and hold harmless the Customer (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates) against any and all claims, demands, losses, suits, damages (including indirect, special, consequential, remote, and economic damages), fees, fines, royalties, liability, and expenses

(including reasonable lawyer's fees) arising out of any suit, claim or action relating to eScribe's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eScribe's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.

b. eScribe shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eScribe if such infringement would have been avoided without such software, hardware or other materials.

c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eScribe, to infringe or potentially infringe a third party's rights, eScribe shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eScribe determines that neither of the foregoing options are reasonably available, eScribe may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

8. **Confidentiality**

a. **"Confidential Information"** means all information disclosed by one party **(the "Disclosing Party")** to the other party **(the "Receiving Party")**, whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eScribe's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee

information and records, as they may be disclosed by either party during the Term of this Agreement.

b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.

c. All Confidential Information shall remain the sole property of the Disclosing Party.

d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.

e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.

f. eScribe agrees and acknowledges that the Customer may be subject to State or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f) supplement the terms of section 8 as it pertains to Confidential Information that is "Personal Information". eScribe acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eScribe agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eScribe will not, other than as required to provide the Software Services, disclose, transfer, sell,

assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eScribe will notify the Customer immediately of any breach of this section 8(f).

g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

9. **Non-Solicitation**

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not to attempt to obtain withdrawal from eScribe of any employee or person retained or engaged by eScribe in any capacity whatsoever.

10. **Insurance**

a. eScribe shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in USD):

i. General liability insurance insuring eScribe's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars ($2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;

ii. Non-owned automobile insurance to a limit of no less than one million dollars ($1,000,000);

iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars ($1,000,000); and

iv. Errors and omissions liability insurance insuring eScribe to a limit of no less than two million dollars ($2,000,000) per claim and five million dollars ($5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:

A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;

B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eScribe's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;

C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;

D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eScribe;

E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and

F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eScribe.

If coverage is to be cancelled or non-renewed for any reason, eScribe shall provide the Customer with ninety (90) day notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eScribe at eScribe's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and eScribe.

b. eScribe shall ensure that all policies of insurance will:

   i. be written with an insurer properly licensed to do business;

   ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and

   iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.

c. Any deductible amounts will be borne by eScribe.

d. eScribe shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.

e. If eScribe fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eScribe.

f. eScribe and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eScribe may sustain incidental to or in any way related to eScribe's obligations under this Agreement.

11. **Advertising**

a. Customer agrees that eScribe may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

12. **Trademarks**

a. Any trademarks and service marks ("Trademarks") adopted by eScribe to identify the Services, Documentation and other products

and services, belong to eScribe. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

13. **Development Input**

   a. Customer shall be entitled to provide eScribe with information and feedback concerning the Service's functional requirements and product definition which eScribe shall consider when formulating the product development roadmap and plans. This co-operative process between eScribe and the Customer does not create any obligation upon eScribe to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eScribe incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

14. **General Provisions**

   a. **Relationship of Parties**. In all matters relating to this Agreement Customer and eScribe are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.

   b. **Entire Agreement**. This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.

   c. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: associated local governments, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.

   d. **No Waiver**. The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.

   e. **Partial Invalidity**. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this

Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

f. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.

g. **Assignment; Enurement.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of it rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

h. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.

i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California, and the federal laws of The United States applicable therein.

j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.

k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.

l. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.

m. **Headings**. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

n. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eScribe Software Ltd.
204-60 Centurian Drive
Markham, ON L3R 9R2

Attention: Office of the President

Customer Contact Info for Notices:

Attention: Office of the City Clerk

Subscription Agreement

The undersigned parties hereby enter into this Agreement,

        eScribe Software Ltd.   Client

Signature	Signature

Robert Treumann, President	
Authorizing Officer, Title	Authorizing Officer, Title

I have the authority to bind the organization

Subscription Agreement

Appendix A – Annual Subscription Fees

Module	Subscription Type	Fee	Quantity	Total
				$ -
				$ -
Year 1 Subscription Fees				**$ -**

Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

"Business Hours" means the hours during which eScribe's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

"Extended Hours" means the hours during which eScribe's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

"Support Contacts" means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eScribe who will serve as technical liaison between eScribe and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

"Updates" shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eScribe will provide the following services to Customer:

a. Technical assistance by telephone or electronic mail.
b. Receipt and monitoring of calls during Business Hours at eScribe's support desk.
c. Direct access for Customer Support Contacts to eScribe's team of support technicians.
d. Provision of any available problem solutions related to the Services
e. Make reasonable commercial efforts to provide a response to all reported problems in the manner described in the Problem Reporting Process below.
f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

Exclusions:

    a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

    Step 1: Contact eScribe using one of the following methods:

        Toll free number 1-855-299-0023

        Email: support@eScribemeetings.com

        Portal: https://customerportal.eScribemeetings.com

    Step 2: Provide the following information:

        Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

    Step 3: Provide a description of the problem.

        Provide as much detail, including system error messages and screen printouts, as possible. eScribe assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- **Complete Services or business critical functions unavailable or impaired**	Within 2 hours	Every 4 hours
2- **Specific Services functions unavailable or impaired**	Within 4 hours	Every 8 hours
3- **Services operational, isolated or individual user issues**	Next Business Day	As required on each reported incident

        eScribe shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eScribe to diagnose the problem and develop a possible solution.

        Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eScribe is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and

resolutions pertaining to third party software, hardware, networks or facilities, eScribe shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eScribe until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eScribe in respect of Support Services.

b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eScribe's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;

c. eScribe warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.

d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Implementation Services as listed below.

Description	Fee	Quantity	Cost
			$ -
			$ -
			$ -
			$ -
Implementation Services Fees			**$ -**

Disbursements

eScribe charges for incurred expenses on a cost recovery basis. Standard expense fees include:

- On site per diem: $60
- Hotel: Cost Recovery
- Mileage: $0.60 per km
- Taxis, Tolls and public transit: Cost Recovery
- Airfare: Cost Recovery

Item	Number	Consultant 1	Consultant 2
Airfare			
Nights			
Hotel			
Airport Transportation			
Daily Transportation			
Total Estimated Expenses		$ -	$ -

Appendix D – Authorized Customer Locations

Authorized Meeting Types

Meeting	Name
Main Meeting Body (Council/Board of Trustees)	
Standing Committees (Standing Committees as established by the Main Meeting Body, and that report directly to Council the Main Meeting Body)	
Reporting Subcommittees (Sub-Committees as established by the Main Meeting Body or Standing Committee, and that report directly to an established Standing Committee)	

eScribe

Appendix E – Legacy Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third Party Data Migration, (Appendix F) eScribe will measure the total Customer Data Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	$ 10.00
51-100	$ 9.50
101-150	$ 9.00
151-200	$ 8.50
201-300	$ 8.00
301+	$ 7.50

Appendix F – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eScribe shall perform the Third Party Data Migration Services listed below.

In Scope

N/A

Out of Scope

N/A

Assumptions

N/A

Additional Notes

It is important to note that this migration does not replace the need for customer to obtain a backup of all data upon termination of contract with incumbent vendor. Migrated data is strictly for presentation through eScribe's Internet Publishing module, and should not be used as an archive or backup of incumbent system's data.

It is also important to note that once the web interface for the incumbent system has been taken down, the data can no longer be accessed by eScribe for any future migration work. Incumbent system should not be terminated until all migrated data has been *fully* validated and verified complete.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix E.

Modification to Services

The Customer wishes to modify the Services as defined below, effective the _____day of _____ 2022, in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"), dated _____

Services Fees:

Module	Addition/Deletion	Annual Fee	Quantity	Cost
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Total - Annual Subscription Fees				**$ -**

Implementation Fees:

Training Fees		Service Fee	Quantity	Cost
				$ -
				$ -
Total Training Fees				**$ -**
Implementation Fees		**Service Fee**	**Quantity**	**Cost**
				$ -
				$ -
				$ -
				$ -
Total - One-time Implementation Fees				**$ -**

The first year's Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd.   Client

_____   _____
Signature   Signature

_____   _____
Robert Treumann, President
Authorizing Officer, Title   Authorizing Officer, Title
I have the authority to bind the organization

Appendix C – Sample Migration Scope Document

eSCRIBE Data Migration - Project Scope

January 26, 2023

Customer	City of Carson California
Incumbent System	Granicus
Current URL	https://carson.legistar.com/Calendar.aspx

In Scope

- eSCRIBE to generate script to populate Migration Worksheet, with all available details from Current URL noted above
  - Customer to verify accuracy of information on Migration Worksheet
  - Meetings dating back to 2014 (Approximately 404 meetings) will be migrated.
  - Any data missing from migration worksheet (such as location and start time) is to be completed by customer
- eSCRIBE to import of all meeting data referenced in verified Migration Worksheet. Migrated meeting content includes:
  - Agenda (PDF)
  - Minutes (PDF) where available
  - Agenda (HTML) to be created including PDF attachments where available. (see "HTML Agenda" below)
  - Video
- Validation of 10 migrated meeting sites (See assumption 3)
- Completion of **one** additional round of additional migration, exclusively to bring over any meetings that were posted to the incumbent system after the initial migration, but before go-live.

Out of Scope

- Any meetings or documents not listed on verified Migration Worksheet
- Fixing broken links from incumbent system within HTML agendas or minutes
- Modifying content from incumbent system within HTML agendas or minutes
- Validation of migrated content, beyond the 10 randomly selected meetings listed in scope, above
- Uploading/Transcoding of video files (See assumption 4)

Assumptions

1. Migrated data is only available for public presentation through eSCRIBE's Internet Publishing module. Data will not appear and is not intended for staff to navigate to these meetings from within the eSCRIBE Portal.
2. The Granicus web interface will be available throughout the timeline of the migration.
3. Following the migration, eSCRIBE will validate 10 meetings, selected at random, for accuracy. Further validation on migrated content is the responsibility of the customer.

4. Customer will upload all video files, in .mp4 format, via FTP. Note, if any files are not .mp4, they can likely be transcoded but an additional cost will apply.

HTML Agenda – With PDF Attachments

eSCRIBE can create an HTML agenda based on the current "Meeting Details" page. (Example: https://carson.legistar.com/MeetingDetail.aspx?ID=977435&GUID=0A4A17FA-CA6C-425B-9B1F-A4A706183679&Options=info|&Search=)
This HTML agenda will contain links to PDF attachments where available, and where possible, video timestamps will be preserved.
These attachments will be migrated along with the HTML agendas, so when a user selects an item from the agenda, they will be able to view attachments for that item.
The agenda will consist of a table containing each "item title", which will be a link if the item has attachments.

Additional Notes

It is important to note that this migration does not replace the need for customer to obtain a backup of all data upon termination of contract with incumbent vendor. Migrated data is strictly for presentation through eSCRIBE's Internet Publishing module, and should not be used as an archive or backup of incumbent system's data.
It is also important to note that once the web interface for the incumbent system has been taken down, the data can no longer be accessed by eSCRIBE for any future migration work. Incumbent system should not be terminated until all migrated data has been *fully* validated and verified complete.

Pricing Notes

At the completion of the migration, a legacy data storage fee will be charged, as per the table below.

GB	Price / GB
0-50	$ 10.00
51-100	$ 9.50
101-150	$ 9.00
151-200	$ 8.50
201-300	$ 8.00
301+	$ 7.50

Appendix D – Policy Documents

Appendix D (i) – Access to Customer Data Policy

Access to Customer Sites & Data

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Introduction

This procedures document outlines how eSCRIBE controls access to and maintains security of Customer sites and data. Security is of the utmost concern to eSCRIBE, and as such all staff have been briefed and signed off on this procedure document which is reviewed yearly.
The information contained in this Manual applies to all employees of eSCRIBE.

Changes in Policy

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered by this Manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

No individual Manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.

Protection of Customer Sites

Access to Customer Sites:

- Access to Customer sites is not permitted by eSCRIBE staff, outside the purposes of site setup or providing support to a Customer.
- Access to Customer sites is restricted to Operations and Development staff, all of whom have successfully completed police background checks.
- Staff will not download any data or documents from the Customer site, without expressed consent for the purposes of conducting troubleshooting and/or quality assurance tests. Any and all materials downloaded from the customer site will be destroyed immediately upon completion of expressed use.
- Support staff are not permitted to change data on customer sites using eSCRIBE support accounts, except with written approval from an authorized user of the organization. Support will only be provided by helping the customer navigate the pages to which they already have access.
- eSCRIBE does not store Customer personal data, aside from user migrations being executed during the configuration of the eSCRIBE site. During such user migration event, the relevant username, first name, last name, and email address information is shared with eSCRIBE Technical staff. Upon completion of

the site configuration and user migration, all personal data mentioned above is deleted from eSCRIBE's encrypted onsite file server.

Protection of Customer Information:

- All eSCRIBE Customer sites are configured with SSL 256-bit encryption.
- All eSCRIBE Customer sites are stored on an encrypted drive in MS Azure cloud environment.
- Unless instructed by a recognized court of law, eSCRIBE does not release any Customer specific data to any third parties without written approval.
- As a global Microsoft Azure co-sell partner, eSCRIBE leverages Azures industry leading secure environment to safeguard user access and keep data secure. For more information on security and continuous health monitoring please click on the following link.
  https://azure.microsoft.com/en-ca/overview/trusted-cloud/

Removable Devices:

- No Customer data will ever be stored to any electronic removable device.

Penetration Tests & Audits:

eSCRIBE conducts annual updates to its security and operational procedures. Commencing in 2018, eSCRIBE conducts third party penetration tests annually and can make summary results available to Customers under non-disclosure.

Termination of Agreement

In the event that a Customer terminates or fails to renew an eSCRIBE subscription agreement, eSCRIBE Technical Systems Analyst will perform the following activities to remove the Customer's site and data from eSCRIBE servers;

- Within thirty (30) days after the termination or expiration of this Agreement, eSCRIBE shall make available to the Customer any Customer Data stored on the Services for export or download in native file format. After the thirty (30) day period, eSCRIBE will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a Certificate of Destruction.
- Specific technical steps for termination are as follows:
  - Remove external access to the customer's site
  - If integration with ADFS/Azure AD has been completed for specific Customer installation, verify with the Customer that they have removed any eSCRIBE access accounts from within their infrastructure and confirm once completed (VPN – direct RDP – eSCRIBE local and domain account)
  - eSCRIBE to delete the site
  - eSCRIBE to delete the database (where all Customer data resides)
  - eSCRIBE to delete all the related documentation where customer access credentials have been stored

- o Customer database will be removed from back up scheduled plan on the date of termination.
- o Based on the request from the client to provide artifact of the deletion of the database, eSCRIBE will run a command on the SQL server which will generate the Event_time, Database_name, Server_name, Login_name, Application_name and the DDL_Operation (Delete).
- o Send the Customer the closing document with above inform to confirm that eSCRIBE is no longer in the possession of their data or any information.

Backup & Recovery

Customer Sites:

- Each eSCRIBE Customer has their own unique database, which has access restriction based on their authentication.
- In the event that one of the SQL Databases is not accessible for any reason, Customer sites that are connected to the affected server can quickly be migrated to a different server instance. Alternatively in a worst-case scenario, the Customer's site can easily be restored from back up on any of the other eSCRIBE Databases.
- Backup: using MS Azure infrastructure, eSCRIBE WebApp Content and databases are backed up bi-weekly and with a differential backed up daily. Retention period for both the full back up and the differential backup is 14 days.
- Restoration drills are performed bi-yearly. In the event that the database servers become inaccessible, a restoration from the back-up will be performed.
- Service restoration:
  - o Scenario 1 - If the IIS Web App is unavailable, eSCRIBE Technical Systems Analyst will redirect the Customer's site to a standby IIS Web App which is available. eSCRIBE Customer Support team will alert primary contact of any Customer affected and inform of remediation steps being taken – anticipated downtime is approximately 1-2 hours.

  - o Scenario 2 - If the SQL database server is unavailable, eSCRIBE Technical Systems Analyst will need restore the database from the backup. In the event that this occurs, eSCRIBE Customer Support team will alert the primary contact of any Customers affected and inform of remediation steps being taken – anticipated downtime is approximately 2 hours.

  - o Scenario 3 – In the event where the Web Front End server is unavailable, eSCRIBE Customer Support team will alert the primary contact at all affected Customers and inform of remediation steps being taken – anticipated downtime can be up to 1 day.

Sample Release Notes
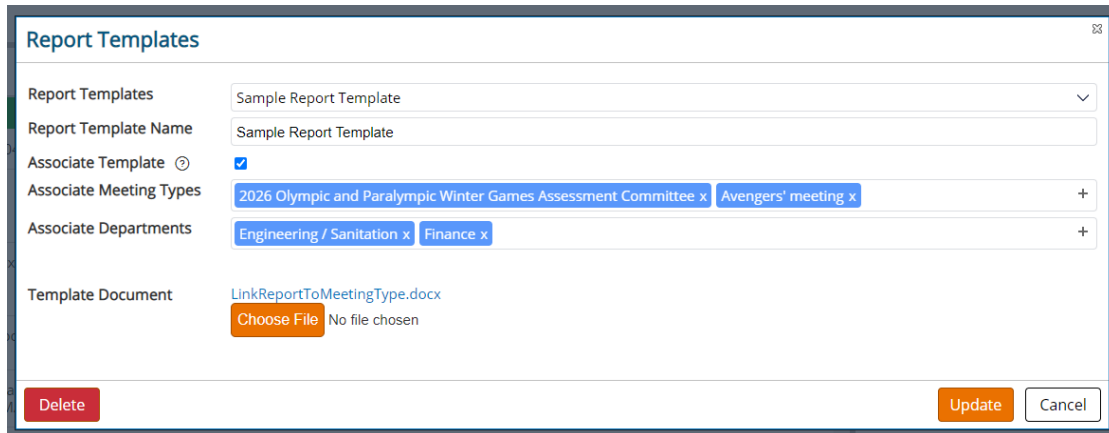
eSCRIBE Online v5.0.10 Release Notes

eSCRIBE is pleased to report that eSCRIBE v5.0.10 will be released on June 20, 2020. The **FINAL** release notes are provided below and contains the following improvements and fixes:

Improvements:

Report Template

- Report Templates can be associated with Departments, branches, or meeting types

- When creating reports, only relevant templates will be shown based on the association setting specified in the Report Templates dialog.

[Zendesk Post: Link Report Template To Department](#)

Workflow Administrators

- A user that has been assigned as the "Workflow Administrator" for a meeting type would be able to manage all workflows associated to that meeting type.

- Such user can start , approve / reject (including on behalf of other approvers), or edit workflow tasks.

- Workflow Administrator would also be able to see all pending approvers from the Action Log > Approvals page

- Introduced "Attendee Group Administrator" and "Approval Group Administrator" roles. These allows portal administrator to assign individual users to manage attendee groups and workflow approval groups separately

Meeting Administrator

- Introduced "Meeting Administrators" setting under *Meeting Management > Administration*

  - Users listed here have full control within all meeting sites of this type and do not have to be listed in the attendee group as an administrator.

Fixes:

- **System**

  - Resolved an issue where upon re-ordering votes/resolutions in the "Details" section of a meeting site, the revised order was not reflected on the meeting site's agenda table of content.

  - Resolved an issue where all attachments were visible to participants on the app even when "Incl." checkbox were unmarked for selected attachments.

- Resolved an issue where a report that has completed a meeting type approval workflow does not retain its originally assigned meeting type and meeting date details.

- Resolved an issue where meeting notifications were not being sent to meeting participants after a meeting has been created.

- Resolved an issue where participants were not able to access published agenda package if they were added as attendees after a meeting has been published.

- Introduced additional validation to the file upload process to prevent documents containing "#" or "%" in its filename from being uploaded to the system.

- Resolved an issue where participants on the Meetings Pro app were not able to view attendee profile photos while accessing the Closed Session portion of the meeting.

- Resolved an issue where filter options for "Agenda Items" section on the Portal appears off screen for users who are not "Task Managers".

- Resolved an issue where pre-resolution and post resolution texts were rendered in a different order on the meeting site's agenda table of content panel than in the Post Minutes package.

- Resolved an issue affecting webcasting lite customers where status of the video does not change to "Recording" after starting the recording.

- Resolved an issue where a system message about exceeding the allowable filename length of 128 characters was incorrectly shown after saving changes in the "Edit Report Properties" dialog.

- Resolved an issue where "Group" column was missing from the "Azure Users" and "ADFS Users" dialogs. These options are available through:

  - *Menu > Attendee Management > Azure Users*

  - *Menu > Attendee Management > ADFS Users*

- Resolved an issue where content of the "Minutes" section in a meeting site were replaced after applying a Minutes template.

- Resolved an issue where some customers were reporting issues with dialog boxes not closing or loading properly.

- Added logs to help isolate a non-reproducible issue where deleted agenda items show up in the prepared agenda package.

- Resolved an issue where "Meeting Date" filter options in *Action Log > Task* page were obscured on small screen sizes.

- Resolved an issue to prevent Request to Speak from slowing meeting sites when the meeting ran for an extended amount of time.

- Added more logs to assist with future troubleshooting efforts on workflow approvals.

- **Report Manager**

  - Resolved an issue where Attendance labels were not appearing in the Post Minutes package when viewed in MS Word 2013.

  - Resolved an issue where attendance label for "Staff Present / Absent" were missing on the Post Minutes package.

  - Resolved an issue where extra spaces were introduced in the "Agenda Document Title" section when saving changes to the meeting profile.

    - Setting is specified in *Meeting Management > Agenda Document Titles*

  - Resolved an issue where administrators or report author could not manage permissions for a rejected report.

  - Resolved an issue where header details overlapped agenda items that have a long title on Post Agenda package.

    - "Header Details" setting is specified in *Meeting Site > Document Prepare > Agenda tab> "Details"*

  - Resolved an issue where secondary motions were appearing in a different order than was originally specified in the HTML Post Minutes package.

  - Resolved an issue where Level 2 and Level 3 items in the Minutes package is displayed as numbered items despite being configured to display in "Letter" format.

    - "Number Style" Setting is specified in:

      - *Meeting Management > Minutes > Minutes Styles Settings > Level 2 Items >"Number Style"*

      - *Meeting Management > Minutes > Minutes Styles Settings > Level 3 Items >"Number Style"*

  - Resolved an issue where vote results were not printed on the Split Minutes package.

  - Resolved an issue where report author was unable to access attachments added after a report was created.

  - Resolved an issue where report number was extracted twice from report's recommendation.

- **Internet Publishing**

  - Resolved an issue where a changed vote result (e.g. "Carried" to "Carried Unanimously" vote were not reflected on the published HTML minutes when "show these recorded results" are set to "All - Paragraph" format.

    - Setting for recorded results is specified in *Meeting Management > Minutes > Minutes Item-Level Detail Settings > "Show these recorded results"*

  - Resolved an issue where vote results for Closed Session meeting was displayed in the published PDF Minutes package but not displayed in the Published HTML Minutes package.

  - Resolved an issue where "view live stream" link opens the video player in the same tab.

Project Critical Success Factors

Resource Availability	Subject matter experts will have to be available as required throughout the project. While the time commitments are not onerous, some effort will be required from the Clerk's staff (Clerk and project team) and the ITS.
Openness to Change	An open mind produces a willingness to accept the inevitable changes in workflow and business process changes. Generally, these changes are modest but can seem larger than they are if resistance persists.
Courage and Commitment in the culture	The clerk's team, working with identified stakeholders across the organization, should be the evangelists for the new system, revealing the courageous and necessary cultural adoption to change.
Knowledge is Power	Knowledge is power which breeds confidence that cascades into a winning attitude throughout the organization.
Support business groups	Support business groups act as an easy first 'win'. A business group with report management and workflow that has managed to adopt to the new process is used as an example to others. When one group succeeds and has a positive experience, others readily adopt.
Training	Sufficient resources must be applied to training so people will quickly become comfortable with the new process.
Approach incrementally	The process is better understood and experienced with a number of small but important wins. Trying to "boil the ocean" never works. Identify key meeting streams and business group – roll out meeting automation to them and then build on that success.
Reassurance	eSCRIBE's Post Go Live support is well received, as the client goes live with the initial meeting. We offer a dedicated technician to provide friendly, client aware support or "hand holding" during the first few meeting cycles.

Appendix D (ii) – Incident Response Plan

Incident Response Plan

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Introduction

This procedures document outlines how eSCRIBE staff will act in the event of an incident that impacts the security and availability of the eSCRIBE Azure environment and Customer sites. The Incident Response Plan is reviewed on an annual basis, and amended as necessary in the rare event that an incident occurs, for improvements to the plan.

Incident Response Plan

Preparation

In the event of an incident, eSCRIBE's Technical Systems Analyst takes point with overall responsibility for the incident and ensuring the appropriate communication and escalations take place according to the plan. The communication process includes the Director of Operations, the Director of Development, and as necessary, or by proxy the Director of Product. Further escalation for critical incidents also includes the President. The above escalations creates the Incident Response Team for necessary decision making and communication plans.

In the event that an incident occurs where assistance is needed from Microsoft specialists, eSCRIBE's Technical Systems Analyst would escalate an urgent support ticket with Microsoft's support team and escalation through our Microsoft Partner Champion.

The eSCRIBE Azure environment is designed in such a way to mitigate risk and ensure that in the event of an incident, eSCRIBE Technical staff can move restore affected Customer sites to other unaffected SQL or web front end servers to minimize potential downtime for Customers.

Detection & Analysis

- In the event of a breach detection, Azure will send alert to the eSCRIBE Technical staff and Management from the Azure monitoring tools (via email and text alert).
- Escalation to the Director of Operations and Director of Development is communicated.
- The initial investigation will acertain the extent of the incident and the scope of customers affected.
- The incident is given an initial classificiation of 'High, Medium or Low' depending on the degree of impact on the infrastructure and to Customer sites.

Containment & Recovery

- The scope of the incident is investigated to understand impact and options for containment.

- In the event that an entire server is affected, it will be immediately removed from the Azure network to isolate the issue and ensure containment from impacting other areas of eSCRIBE's Azure network.
- In the event that only a single Customer's database or web app is affected, it will be contained individually to ensure no impact to other Customer's sites.
- Assessment is completed for options to restore any Customers affected by the incident, including verification of the areas not believed to be impacted by the incident.
- Once the route cause of the incident and options for restoration of affected Customer sites are identified, the Technical Analyst Lead will communicate recommendations to the Incident Response Team for next steps.
- In the event that an incident affects live Customer sites, restoration options considered might be:
  - Changing passwords for affected sites
  - Activiate back up webfront end servers, move Customer sites and re-attach to SQL server
  - Restore affected Customer sites from back up on new SQL or web front end servers

Communication Process

- Upon review of the incident by the Lead Technical Analyst, communication plans are reviewed by the Incident Response Team.
- Understanding the scope of the incident and potential risk to Customer data, communications are sent out to those Customer's affected.
- The Incident Response team will engage the Customer Support and Account Management team to assist with rapid communication to the Customer's primary contact in the event that the incident results in a substantial outage or breach of data.
- After initial notification of the incident, the eSCRIBE team will continue to provide those affected and provide ongoing updates as remediation steps are planned and executed.
- A post incident report will be communicated to Customers at the conclusion of the post mortem review.

Incident Post mortem Review

- Once the initial threat of the incident has been controlled, the eSCRIBE Incident Response Team will gather necessary eSCRIBE technical and development resources, along with any necessary Microsoft Azure specialists to conduct a thorough review of the security vulnerabilities that resulted in the incident.
- An action plan is identified for improvements to address the route cause, or origin of the incident.
- A review of what was executed well in the dealings of the incident, and what could have been improved in the execution of the incident response plan will be reviewed and specific improvements identified.

An action list is established with the actionable items resulting from the post mortem review and revisited by technical and management teams on a weekly basis until all identified actions are complete.

Appendix D (iii) – Business Continuity & Disaster Recovery Plan

Business Continuity & Disaster Recovery (BCDR)

V 2.2

Contents

Introduction

This document details the policies and procedures of eSCRIBE Software Ltd in the event of a disruption to critical eSCRIBE services client data. These processes will ensure that services and data are recoverable to the right level and within the right timeframe to deliver a return to normal operations, with minimal impact on the business.

Plan objectives

- To reduce the overall risk which will affect the client activity using eSCRIBE
- Restart business activity in case of any incident which will affect the access to eSCRIBE meeting management portal.

Plan scope

- Access to eSCRIBE meeting management portal.

Service Recovery Point Objective (RPO) and Recovery Time Objective (RTO) targets

IT service	Scenario	RPO	RTO	Priority
eSCRIBE meeting management portal	WFE Server failure	1 hour	4 hours	High
eSCRIBE meeting management portal	Server attack	1 hour	8 hours	High
eSCRIBE meeting management portal	Data Base server not accessible (server crash, Database corrupt)	12 hours	8 hours	High

Backup strategy

IT service	Backup location	Backup frequency
eSCRIBE Meeting Management portal	Azure storage	Daily, Weekly

Testing schedule

- The BCDR plan will be tested in its entirety once every 12 months
- Recovery process for eSCRIBE service will be tested once every 6 months

Plan review

- The BCDR plan itself will be formally reviewed once every 6 months and in response to regular testing

Revision history

Version	Date	Revision details
1.0	May 3 2016	Document created
1.1	September 15 2016	Document reviewed – no Change
2.0	February 8 2017	Change backup strategy to Azure storage.
2.1	July 20 2017	Update BCDR Team contact Update Internal contact
2.2	July 26 2018	Document reviewed – no Change

Roles and responsibilities

The following individuals are to assume responsibility for restoring IT services when the BCDR plan is activated:

Internal contacts

Name	Job role	Contact details	BCDR process owned
Davidsen Naigum	IT System Analyst	M: 647 649 8947 dnaigum@escribemeetings.com	Infrastructure, Backup and data recovery
Brent Gushue	IT System Analyst	M: 647 983 5764 bgushue@escribemeetings.com	Infrastructure, Backup and data recovery
Benson Lu	Director, Software Development	P: 905-305-3429 blu@escribemeetings.com	Software development

External contacts

Name	Organisation	Contact details	BCDR process owned
Microsoft Support	Microsoft	https://portal.azure.com	Data recovery and Infrastructure.

Incident response

The BCDR plan is to be activated when one or more of the following criteria are met:

- eSCRIBE meeting management site is not accessible > 7 clients.
- eSCRIBE online servers not accessible
- eSCRIBE Web Front End / SQL DB Server Crash
- SQL Database corrupt.

The person discovering the incident must notify the following BCDR stakeholders, who collectively assume responsibility for deciding which - if any - aspects of the BCDR plan should be implemented, and for establishing communication with employees, management, partners and customers.

- First point of contact, Benson Lu.
- Second point of contact, Tara Astbury.

BCDR procedures

Depending on the incident, and on the number and nature of the eSCRIBE services affected, the following BCDR procedures may be activated by the BCDR team:

BCDR plan

Scenario	eSCRIBE meeting management portal not accessible
Possible causes	WFE/SQL Server Crash, got attack or Database corrupt.
eSCRIBE services and data at risk	-eSCRIBE meeting management portal & Publishing site. -Client Data at risk.
Impact	Clients are not able to access the eSCRIBE solution.

Plan of action	● Notify senior management ● Contact and set up disaster recovery team ● Determine degree of disaster ● Implement proper application recovery plan dependent on extent of disaster which include Data recovery. ● Contact all other necessary personnel–both Support and Developers. ● Contact vendors – Microsoft for support if required. ● Notify affected Clients of the disruption of service and provide status. ● Monitor progress

Key contacts (BCDR Team)	- Joel Caniba (Support) - Davidsen Naigum (IT) - Benson Lu (Dev) - Chris Phagoo (Account Mgr) - Tara Astbury (Operation)

---*End of the BCDR Procedure*--