

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Deborah S. Traffenstedt, Assistant City Manager ^{DST/AB}
Atanas Beltchev, Information Systems Manager

DATE: September 28, 2015 (CC Meeting of 10/7/15)

SUBJECT: Consider Agreement with Granicus, Inc. for Streaming and Distribution of Live and Archived Video and Audio Content for Broadcast of Public Meetings

BACKGROUND AND DISCUSSION

In September 2005, the City entered into an Agreement with Granicus, Inc., for streaming and distribution of live and archived video and audio content, including broadcast of public meetings (such as City Council meetings) and City's government channel on the City's website. At that time, Granicus provided the City with an analog encoding appliance, a public meeting software subscription, and managed services including technical support. The 2005 Agreement established a recurring monthly fee of \$950 for all managed services, which the City continues to pay.

In Fiscal Year 2014-15, the City Council budgeted funds for upgrading the Granicus software and related equipment, including a replacement of the old analog encoding appliance with a digital encoder and upgrade of the software. On March 17, 2015, the City Manager signed a new Agreement with Granicus, Inc. for replacement of the old analog encoding appliance with a new digital encoder appliance, subscription to Granicus Open Platform\Government Transparency Suite, and continuing managed services and support. In June 2015, the new digital encoder appliance was received and installed. Staff subsequently determined that Granicus inadvertently did not list the continuing fee of \$950 per month in the Proposal that was attached to the Agreement executed on March 17, 2015, and that correction is required in order to pay for the continuing features of the Granicus software that have not been modified by the 2015 upgrade. The \$950 per month continuing fee funds the Webcasting and the MinutesMaker components of the Granicus software and services. There is an additional \$500 per month cost for the new Government Transparency Suite and the Granicus encoding appliance software.

After discussion with Granicus, staff has determined that a new Agreement is preferred by both parties to correctly reflect the ongoing monthly payments totaling \$1,450 for the term of the Agreement and to improve the software and services description in the Agreement. Additionally, staff has requested that the term of the agreement be extended to a term ending October 31, 2018, which is approximately three years following the execution of the revised agreement. This is intended to extend the price guarantee and City's ability to terminate the Agreement with or without cause with ten days prior written notice. The cumulative costs of the 2015 equipment and software upgrades along with the ongoing monthly payments for the Agreement term of more than three years will result in a cumulative total cost of \$64,400 (the cumulative cost increases to \$1,450 per month for ongoing managed services). The current Fiscal Year 2015-16 adopted budget does already include the funding for the new monthly managed services cost of \$1,450 per month. Other costs of the 2015 software and equipment upgrade were already paid out with funds budgeted for Fiscal Year 2014-15. No budget amendment is required.

Examples of what the new digital encoder and upgraded software now provide include the ability to view the City's broadcast and video files from a mobile device, the ability to connect agenda data to the iPad, and improved picture quality.

FISCAL IMPACT

The adopted Fiscal Year 2015-16 budget includes sufficient funds to cover the estimated cost of \$17,400 to pay for monthly managed services and technical support for this current fiscal year (a total of \$18,000 is actually budgeted for these services). The upgrades to the Granicus software and the digital encoder were already funded and installed in the prior fiscal year. No additional appropriation is required at this time. Staff will budget appropriate funds for monthly managed services in each subsequent fiscal year for the term of the Agreement.

STAFF RECOMMENDATION

Approve the Agreement with Granicus, Inc. and authorize the City Manager to sign the Agreement subject to final language approval by the City Manager.

Attachment: Agreement between the City of Moorpark and Granicus, Inc.

AGREEMENT BETWEEN THE CITY OF MOORPARK AND
GRANICUS, INC., FOR HARDWARE AND SOFTWARE
MAINTENANCE AND MANAGED SERVICES

THIS Agreement, is made and effective as of this _____ day of _____, 2015, between the City of Moorpark, a municipal corporation ("City") and Granicus, Inc., a California corporation ("Granicus"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for hardware and software maintenance and managed services; and

WHEREAS, Granicus specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, Granicus has submitted to City a Proposal dated August 12, 2015, which is attached hereto as Exhibit B; and

WHEREAS, this Agreement, upon execution, terminates and supersedes all prior agreements, including the March 17, 2015 Agreement, as the terms, conditions, and services from prior agreements are combined into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. DEFINITIONS

"Confidential Information" shall mean all business, technical, and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, programs, software, inventions, processes, know-how, chip designs, mask works, designs, drawings, and any other documentation), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, in all types of computer memory or storage or other media, or by drawings or inspection of physical items, and whether or not modified or merged into other materials); provided, however, that the term "Confidential Information" shall not include the Content that is intended to be published on the Website.

"Content" shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the City to Granicus.

"Granicus Solution" shall mean the product specified in the City's proposal henceforth Proposal hereto.

“Equipment” shall mean the hardware components of Granicus Solution.

“Proposal” shall mean the document which specifies the Products or Services the City chooses to utilize from Granicus.

“Intellectual Property Rights” shall mean all right, title and interest in and to any and all intellectual property rights throughout the world, including, without limitation, any and all patents, patent applications, copyrights, copyright applications, moral rights, trademarks, trade secret rights, rights to know-how, inventions and algorithms, and any and all similar or equivalent rights throughout the world.

“Losses” shall mean demands, claims, complaints, actions or causes of action, suits, proceedings, investigations, arbitrations, assessments, fines, penalties, judgments, losses, damages (including diminution in value), liabilities, obligations, and any costs and expenses, including without limitation interest, penalties, investigative costs and reasonable attorneys’ fees.

“Representatives” shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors, and other representatives of a party.

“Trademarks” shall mean, with respect to each party to this Agreement, all trademarks, trade names, and logos.

“Managed Services” shall mean monthly fees paid to Granicus by the City for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance and monitoring.

“Live” shall mean the time at which “Managed Services” are activated and monthly billing begins.

“Revocable” shall mean that the City’s right to use or access the media management software shall be annulled because the City has either discontinued their use of a Granicus Managed Services program, failed to pay any Granicus fees for more than thirty (30) days, or breached the terms of this Agreement.

2. PRIOR AGREEMENT

This Agreement supersedes all prior agreements, oral or written, between the two parties.

3. TERM

The term of this Agreement shall be from July 1, 2015 to October 31, 2018, unless this Agreement is terminated or suspended pursuant to this Agreement.

4. SCOPE OF SERVICES

City does hereby retain Granicus, as an independent contractor, in a contractual

capacity to provide monthly hardware and software maintenance and managed services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

Granicus shall perform the tasks described and set forth in Exhibit B. Granicus shall complete the tasks according to the schedule of performance, which is also set forth in Exhibit B.

Compensation for the services to be performed by Granicus shall be in accordance with Exhibit B. Compensation shall not exceed the rates of one thousand four hundred fifty dollars (\$1,450.00) per month or total contract value sixty-four thousand four hundred dollars (\$64,400.00) without a written amendment to the agreement executed by both parties. Payment by City to Granicus shall be in accordance with the provisions of this Agreement.

5. GRANICUS' RESPONSIBILITIES

A. Granicus System Installation – Granicus shall have the following obligations in connection with the installation of Granicus System:

- i. Install and configure a new digital encoder appliance and all applicable software as an upgrade to the current analog encoder appliance; and
- ii. Conduct one initial “train the trainer” training session, using a combination of written procedures (in English) and hands-on training, on the use of Granicus System.

B. Maintenance of Equipment – For the term of this Agreement, Granicus shall repair or replace any Equipment, provided directly from Granicus, that fails to function properly due to normal wear and tear, provided that any such failure is not covered by insurance maintained by the City. Granicus shall not be responsible, however, for any such failure that is due to other causes, such as power surge, fire, flood, or other casualty, accident, vandalism, misuse or abuse, alteration of the Equipment, or failure of the City to maintain a proper environment or otherwise care for the Equipment.

Granicus has the technology in place to continually monitor all Equipment and should any malfunction appear, Granicus shall immediately notify the City. Granicus shall respond to requests to repair or replace any non-functioning Equipment, provided directly from Granicus, within twenty-four (24) hours from the time that notice is received, and the City shall grant Granicus or its Representatives access to the Equipment for this purpose at reasonable times. Granicus shall keep the City informed regarding the time frame and progress of the repairs and replacements.

Granicus shall offer continuous customer support and is dedicated to ensuring that the City is completely satisfied with Granicus products and services. Granicus staff is available to the City twenty-four (24) hours per day, 365 days per year, by dialing 877-889-5495.

C. Use of Media Management Software – Granicus agrees to provide the City with a Revocable, non-transferable and non-exclusive account to access Granicus Solution; and grants the City a Revocable, non-sublicensable, non-transferable, and non-exclusive right to use Granicus Solution. Granicus Solution is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. The City’s access to, and use of Granicus Solution is licensed and not sold. The City shall be responsible for any applicable costs and taxes associated with the City’s use of Granicus Solution, or the use of Granicus Solution through the City’s account.

6. CITY’s RESPONSIBILITIES

A. Granicus System Installation – City shall have the following obligations in connection with the installation of Granicus System:

- iii. Provide physical space at the site locations that is appropriate and sufficient for Granicus System, including a controlled access area for the computers and associated hardware, equipment, and accessories; and
- iv. Compensate all costs related to the installation and deployment of Granicus Solution as described in the Proposal; and
- v. Compensate all Managed Services payments as described in the Proposal.

B. Responsibility for Content – City shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. The City shall not provide to Granicus, or permit to be provided to Granicus, any Content that (i) infringes or violates any third parties’ Intellectual Property Rights, rights of publicity or rights of privacy, (ii) contains any defamatory material, or (iii) violates any federal, state, local, or foreign laws, regulations, or statutes.

7. SECURITY OF DATA

Granicus shall take commercially reasonable efforts to protect and control access to the City Content. The City shall be responsible for the creation and protection of username and password.

8. PERFORMANCE

Granicus shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Granicus shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Granicus hereunder in meeting its obligations under this Agreement.

9. MANAGEMENT

The individual directly responsible for Granicus' overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Granicus shall be Ahmed Abderrahim, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Granicus and City, shall be the City Manager or the City Manager's designee.

10. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS W-9 form, before payments may be made to vendors.

Payment of six thousand four hundred dollars (\$6,400.00) to cover the cost of Granicus new digital encoder appliance, installation and monthly service fees for the months of May and June 2015 was completed in June 2015. The City agrees to pay Granicus one thousand four hundred fifty dollars (\$1,450.00) monthly for the remaining term of this Agreement, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, based upon actual time spent on the above tasks. This amount shall not exceed sixty-four thousand four hundred dollars (\$64,400.00) for the remaining term of this Agreement unless additional payment is approved as provided in this Agreement.

Granicus shall not be compensated for additional services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties.

Granicus shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager. If the City disputes any of Granicus' fees or expenses it shall give written notice to Granicus within thirty (30) days of receipt of any disputed fees set forth on the invoice.

11. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Granicus at least ten (10) days prior written notice. Upon receipt of said notice, Granicus shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

Granicus may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Granicus the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, Granicus will submit an invoice to the City pursuant to this Agreement.

12. DEFAULT OF GRANICUS

Granicus' failure to comply with the provisions of this Agreement shall constitute a default. In the event that Granicus is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Granicus for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Granicus. If such failure by Granicus to make progress in the performance of work hereunder arises out of causes beyond Granicus' control, and without fault or negligence of Granicus, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that Granicus is in default in the performance of any of the terms or conditions of this Agreement, designee shall cause to be served upon Granicus a written notice of the default. Granicus shall have five (5) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Granicus fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

13. TRADEMARK OWNERSHIP AND LICENSE

The City shall retain all right, title, and interest in and to its Trademarks, including any goodwill associated therewith, subject to the limited license granted to Granicus pursuant to this Section. Granicus shall retain all right, title, and interest in and to Granicus Trademarks, including any goodwill associated therewith, subject to the limited license granted to the City pursuant to this Section.

Each party grants to the other a non-exclusive, non-transferable (other than as may be provided in this Agreement), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's Trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonable withheld.

Neither party shall use the other party's Trademarks in a manner that disparages the other party or its products or services, or portrays the other party or its products or

services in a false, competitively adverse or poor light. Each party shall comply with the other party's requests as to the use of the other party's Trademarks and shall avoid any action that diminishes the value of such Trademarks.

14. CONTENT OWNERSHIP

The City shall own all right, title, and interest in and to all Content on the worldwide basis, including, without limitation, all Intellectual Property Rights relating thereto, (i) with respect to Content captured by cameras or microphones at the venue, at the time such Content is so captured and prior to the time it is transmitted to the computer at the venue, and (ii) with respect to all other Content, at the time such Content is transmitted or otherwise provided to Granicus pursuant to this Agreement. To the extent that any such Content is protectable by copyright, such Content shall be deemed to be "works made for hire" under the copyright laws of the United States.

Granicus shall retain all Content indefinitely and in accordance with all applicable laws, unless the City Manager or his or her designee approves in writing destruction of specified records.

Within one (1) week of completion, or in the event of termination without cause of this Agreement, Granicus shall provide to the City all Content on a media readable by most computer systems at that time and in a form readable without any proprietary equipment or application(s).

15. INDEMNIFICATION AND HOLD HARMLESS

Granicus shall indemnify, defend and hold harmless City, and any and all of its officers, employees, and agents ("City Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of Granicus' performance of its obligations under this Agreement or out of the operations conducted by Granicus, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Granicus' performance of this Agreement, Granicus shall provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

Granicus agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every Representative, or any other person or entity involved by, for, with, or on behalf of Granicus in the performance of this Agreement. In the event Granicus fails to obtain such indemnity obligations from others as required here, Granicus agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on

the successors, assigns, or heirs of Granicus and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Granicus by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

16. INSURANCE

Granicus shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

17. INDEPENDENT CONTRACTOR

Granicus is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Granicus shall at all times be under Granicus' exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Granicus or any of Granicus' officers, employees, Representatives, or agents, except as set forth in this Agreement. Granicus shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Granicus shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Granicus in connection with the performance of this Agreement. Except for the fees paid to Granicus as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Granicus for performing services hereunder for City. City shall not be liable for compensation or indemnification to Granicus for injury or sickness arising out of performing services hereunder.

Nothing contained in this Agreement shall be deemed, construed, or represented by City or Granicus, or by any third person, to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between City and Granicus

18. LEGAL RESPONSIBILITIES

Granicus shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Granicus shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration laws

and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Granicus to comply with this Section.

19. ANTI DISCRIMINATION

Neither Granicus, nor any Representative under Granicus, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. Granicus shall have responsibility for compliance with this Section [Labor Code Sec. 1735].

20. UNDUE INFLUENCE

Granicus declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Granicus, or any officer, employee or agent of Granicus, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

21. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

22. CONFLICT OF INTEREST

Granicus covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Granicus further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subconsultant.

23. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: Chief Executive Officer
Granicus, Inc.
606 17th Street, Suite 40000
Denver, Colorado 80202

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

24. CHANGE IN NAME

Should a change be contemplated in the name or nature of Granicus' legal entity, Granicus shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

25. ASSIGNMENT

Granicus shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Granicus is uniquely qualified to perform the services provided for in this Agreement.

26. LICENSES

At all times during the term of this Agreement, Granicus shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

27. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Granicus understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

28. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any

alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

29. ARBITRATION

Cases involving a dispute between City and Granicus may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

30. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

31. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

32. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

33. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in Granicus' Proposal.

34. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

35. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such

waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

36. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of Granicus warrants and represents that he/she has the authority to execute this Agreement on behalf of Granicus and has the authority to bind Granicus to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

GRANICUS, INC.

By: _____

By: _____

Steven Kueny, City Manager

Jason Fletcher, Chief Executive Officer

Attest:

Maureen Benson, City Clerk

Exhibit A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Granicus will maintain insurance in conformance with the requirements set forth below. Granicus will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Granicus agrees to amend, supplement or endorse the existing coverage to do so. Granicus acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Granicus shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000.00 per accident. If Granicus owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Granicus or Granicus' employees will use personal autos in any way on this project, Granicus shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Granicus, Representative, or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000.00 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Granicus. Granicus and the City agree to the following with respect to insurance provided by Granicus:

1. Granicus agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Granicus also agrees to require all Representative to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Granicus, or Granicus' employees, or agents, from waiving the right to subrogation prior to a loss. Granicus agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all Representatives to do likewise.
3. All insurance coverage and limits provided by Granicus and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Representative.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Granicus shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Granicus' general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Granicus or deducted from sums due Granicus, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation or reduction of coverage. Granicus agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Granicus or any Representative, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Granicus agrees to ensure that Representative, and any other party involved with the Work who is brought onto or involved in the Work by Granicus, provide the same minimum insurance required of Granicus. Granicus agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Granicus agrees that upon request, all agreements with Representative and others engaged in the Work will be submitted to the City for review.
11. Granicus agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, Representative, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Granicus’ existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with Granicus, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Granicus 90 days advance written notice of such change. If such change results in substantial additional cost to Granicus, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Granicus acknowledges and agrees that any actual or alleged failure on the part of the City to inform Granicus of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.

15. Granicus will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Granicus shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Granicus' insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Granicus under this Agreement. Granicus expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Granicus agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Granicus for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Granicus agrees to provide immediate notice to City of any claim or loss against Granicus arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

EXHIBIT B

CURRENT SOLUTION

The current Granicus solutions used by the City of Moorpark include:

- **Webcasting**
 - Granicus Webcasting solution will greatly improve external and internal access to your public meetings. These meetings will be available live over the internet, as searchable archives that can be used for efficient long-term record keeping. Streaming with Granicus improves public access beyond what can be provided through cable broadcast. The availability of searchable archives allows a section of any meeting to be retrieved at any time using a simple keyword search. Documents like staff reports, agendas and minutes can be synchronized and linked to your audio and video archive all of which will be available through the City's web site.
- **MinutesMaker**
 - Granicus Minutes Make acts as a substitute to the City Clerks current live audio recording equipment and minute's annotation tools, making it simple to annotate your meeting minutes live during the meeting. By using the Minutes Maker software you can capture motions, votes, and discussion summaries as they occur leaving you with minimal annotation work the next morning. The Minutes Maker software logic is based on Roberts Rules of Order and standard parliamentary procedure. Thus, allowing the system to easily record a variety of motion types including, amendments, substitute, and free form motions. In addition, the system easily handles updating of the roll call during the meeting, recording the times that voting members join and leave a meeting. Votes are recorded live through a simple interface, which defaults all members to yes or absent based on their current attendance at the meeting. Every item that is annotated through the software is automatically linked to the audio and video record of your meeting as you type, enabling very efficient cleanup of your minutes after the meeting.
- **MediaManager**
 - Granicus MediaManager consists of proprietary web-based software tools designed to efficiently organize and manage your streaming content. These tools put the control of broadcast activity, user account management, live event management, and usage reporting on your hands.
 - **Public Site**: our solution includes several pages for your internet users to access on-demand media and live broadcasts. Users will use these pre-built pages to search out specific footage, and jump to specific events within your audio/video archive. The Granicus solution also allows for a key word search based on all of the index points associated with the City's complete library of video archives. Around these core pages you can instantly control user access using a registration and log in system. All public web pages are seamlessly integrated into your current website, so that the look and feel of your site remains consistent.
 - **Protected Administration Site**: As a client of Granicus, you will have access to a web based administrative site that will allow you to create and manage archives, schedule and index live events, link documents and minutes of meeting to the video, view real time usage reporting, and configure content distribution. You will also have access to a series of video editing tools that can be used to enhance your on-demand content once it has been broadcasted or encoded.

- **Media Acquisition tools:** gives you the ability to add audio and video content to your content library from a variety of sources. Utilizing the Granicus Outcast encoder, live events can be simultaneously broadcast and archived to the library easily and directly through the live event manager. During a broadcast you can add time stamped data, such as agenda item indices or slides, allowing you to create rich multimedia presentations. You are also given a simple media import tool that can be used to import any pre-encoded content from your desktop into your archive listing. Finally, the Granicus Outcast encoder, which is included with MediaManager, can be used to encode your analog video by replacing the live signal with that of a standard video playback device such as a standard VCR or DVD player.
- **Automatic Live Event Scheduler and Archive Publishing:** Live events, such as City Supervisors meetings, can be easily scheduled to be both broadcast live and archive through the Granicus Live Event Manager. By utilizing this tool, the City will not require staff time or technical assistance to start, stop or archive their live events. Archives are automatically transferred from the Granicus Outcast encoder to the Granicus MediaCenter and automatically published the City's web site.
- **Media Clip Administration:** provides clients the tools to create, edit, delete, index, trim and merge digital video clips. Once the media is in the archive library you can utilize indexing tools that allow you to set multiple "Jump To" points into the video, providing your end user the ability to easily navigate your streaming content.
- **Meeting Agenda Parser:** allows the City to index its video archives based on agenda item titles, by automatically pulling the agenda item titles and descriptions from the City's agenda and loading them into the Granicus MediaManager. The agenda item titles are then loaded into the live event manager, which allows you to index your video in real time by simply clicking on an agenda item title and pressing enter when the council or board begins discussing that issue.
- **Searchable Closed Captioning:** The Granicus solution supports the use of closed captioning, and the association of the captioning with the streaming media. Captions are viewable during live and archived streaming for full ADA compliance. For archived meetings the captions can also be searched by key words allowing the user to jump to the appropriate point in the video archive.
- **CD Download with Indexing:** Audio/Video archives can be quickly downloaded and burned to CD by any administrator of the Granicus solution. The CD download also includes the agenda item indexing information so users of the CD can still jump directly to the agenda items they are interested in.
- **Media Delivery:** subsystems, such as the Granicus StreamReplicator and MediaVault, maximize your existing infrastructure investment by allowing you to deliver content using local storage and bandwidth when appropriate. These systems function transparently as part of the Granicus solution, and complement the robust delivery architecture at the Granicus MediaCenter. No special training is required to operate these devices as they function autonomously and are controlled by Granicus MediaManager software.

- **Summary Reports:** provide you with detailed usage reports concerning, streaming requests, average user bandwidth, outbound bandwidth, content popularity, and media storage.

City of Moorpark pays the following monthly managed service fee:

\$950.00/month

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Moorpark SDI Encoder Upgrade

PRESENTED BY: Ahmad Abderrahim, Granicus

PRESENTED TO: Moorpark

DELIVERED ON: August 12, 2015

Granicus® Open Platform

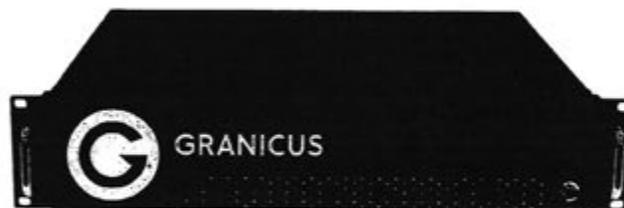
The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. [Click here \(http://www.granicus.com/Solutions/Granicus-Open-Platform.aspx\)](http://www.granicus.com/Solutions/Granicus-Open-Platform.aspx) for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

Granicus Encoding Appliance

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

- Provides live and on-demand streaming – online and via mobile devices
- Remote systems monitoring and Granicus maintenance updates
- Up to 2TB of local storage (approximately 2,000 hours of archive content)
- Facilitates internal streaming across your local area network (LAN) – up to 50 concurrent viewers
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- Faster archive upload times, less video buffering
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery

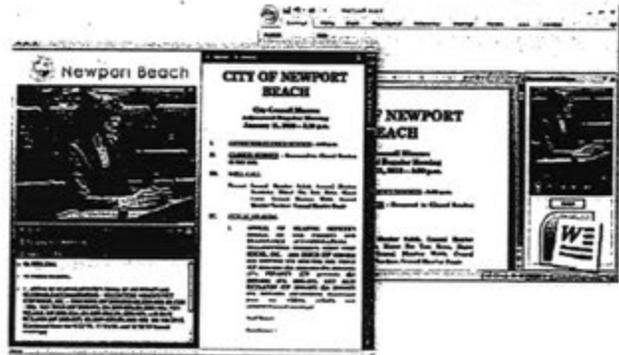


Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. Integrate VoteCast with iLegislate® to enable real-time meeting voting on the iPad. With VoteLog, allow the public to track legislation, ordinances, and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place. Click here for more information on the Meeting Efficiency Suite.

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes
- Real-time meeting voting on the iPad





Granicus® SDI Encoding Appliance

Hardware as a Service for Government Webcasting

The Granicus SDI Encoding Appliance supports Granicus' current and future software platforms and encoding formats. It has been rigorously tested and certified to work with Granicus technology. Device pre-configurations allow customers to get up and running quickly while maintaining the highest level of service at a low monthly cost.

The Granicus Customer Care team leverages a suite of tools that allow us to proactively monitor, maintain and support the appliance. Full patch management of Granicus software and the operating system eliminates any maintenance burden placed on government IT staff, including contacting multiple vendors for support.

As a fully-managed solution, Granicus will provide customers with all necessary upgrades, repairs or replacements to ensure that the appliance works effectively on the Granicus platform. To help maintain ADA compliance, the Granicus SDI Encoding Appliance supports extraction and display of embedded closed captions.

Optimized Streaming Platform

The Granicus SDI Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

This appliance is included with the Government Transparency Suite and can be added to the Granicus Open Platform.



Granicus SDI Encoding Appliance

Local distribution & storage

The SDI Encoding Appliance can be configured to support local live and on-demand streaming for up to 50 concurrent users. For organizations that require enterprise-class distribution, Granicus' Performance Accelerator distributes hundreds of simultaneous local streams with minimal network impact.

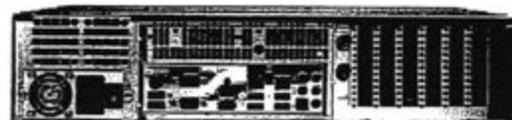
Each device is equipped with 2 TBs of local storage, or roughly 4,000 hours at standard bit rates. Granicus provides unlimited cloud content storage and retention.

The Granicus SDI Encoding Appliance is lightweight and small enough to fit in any server rack. Encoder noise has been addressed as well. With a sound output less than 65db, the Granicus SDI Encoding Appliance is considerably quieter than standard off the shelf encoding hardware.

Front View



Rear View



Hardware Specifications

Dimensions	<ul style="list-style-type: none"> 17.7"D x 17.2"W x 3.5"H 2U rack mountable (1U559) 			
Weight	<ul style="list-style-type: none"> 35 lbs 			
Power		Idle	Load	Startup
	Watts	40	120	98
	Amps	0.228	0.365	0.755
	kVA	0.04	0.120	0.056
	BTU/hr	136	408	328

Connectivity - Ethernet, 2 audio outputs, 4 Gbit ports

Storage - Up to 2TB capacity
- 4000 hours at standard bit rates

Hardware Warranty - Granicus customer lifetime associated hardware

Optional Components - Rack kit
- Tool kit conversion kit

Management - Full remote management, monitoring, patching & reporting



Adobe Flash Player



Audio/Video Specifications

DIGITAL ENCODING APPLIANCE

- Video** - SDI (BNC)
- Audio** - Embedded audio on channel 1,2,3 or 4

Streaming Specifications

- Live Streaming**
 - Static public IP address
 - Inbound pull over TCP Port: 8080 (port changed upon request)
 - 650 Kbps upstream **
 - Unlimited viewers
- Encoding Formats**
 - Microsoft Windows Media (Silverlight)
 - H.264 for Adobe Flash Player
 - H.264 in HTML5 (iOS and Android devices)
- Local Distribution**
 - Live and on-demand (directly from Granicus Encoding Appliance)
 - 50 maximum concurrent streams

* Additional charges may apply
** Higher bitrates available, requires additional bandwidth



iLegislate®

Granicus' paperless agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over iPad® or Android tablet. iLegislate is a free app that can be downloaded from iTunes or the Google Play Store, and works with any Granicus suite. Suite integrations increase data access and add functionality such as digital one-touch meeting voting.

[Click here \(http://www.granicus.com/Solutions/Government-Transparency-Suite/iLegislate.aspx\)](http://www.granicus.com/Solutions/Government-Transparency-Suite/iLegislate.aspx) for more information on iLegislate.

- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Explore agendas and attachments offline and on-the-go
- Easily take notes and email agenda items
- View indexed, archived meeting videos
- Public opinion placed at elected officials' fingertips (with Citizen Participation integration)
- Real-time meeting voting (with Meeting Efficiency integration)



Professional Services

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

Open Platform

Deployment	The Media Manager site will be enabled and all initial configuration done, readying it for use.
Design Services	All standard templates will be adjusted to meet look, feel, and functionality needs.
Self-Paced eLearning	Access to an online training course library, providing a self-paced learning environment with unlimited uses will be provided.

Government Transparency Suite

Agenda Template	A template for agenda data presentation will be adjusted to utilize best practices and automated workflow for your solution.
Player Template	A template for the video player will be adjusted to optimize meeting presentation and information.
View Page Template	A template for the view page will be adjusted to integrate the look and feel of your existing website.
Agenda Parser Configuration	The agenda parser will be set up to import necessary data elements from agendas for system use.
Live Manager Installation	The Live Manager will be remotely enabled and all initial configuration done, readying it for use.
Encoding Appliance Installation	The Encoding Appliance will be shipped and remotely configured.
Web Training Series	Primary users will be provided live web-based training by a Granicus certified trainer. There are three training sessions: basic pre-meeting & meeting, basic post-meeting, and a go-live refresher immediately prior to launch.

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
 - Over 1,000 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/customers/case-studies/>

Proposal Terms and Conditions

- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality

Pricing Breakdown for your Solution

Hardware			
Name	Qty	Unit (Upfront)	Total (Upfront)
Granicus SDI Encoding Appliance Hardware - Government Transparency Suite	1.0 Unit(s)	\$3,500.00	\$3,500.00
Shipping - Large Item	1.0	\$125.00	\$125.00
Total Hardware Upfront:			\$3,625.00

Software as a Service			
Name	Qty	Unit (Monthly)	Total (Monthly)
Open Platform	1.0 Suite	\$0.00	\$0.00
Government Transparency Suite	1.0 Suite	\$400.00	\$400.00
Granicus Encoding Appliance Software - Government Transparency Suite	1.0 Package	\$100.00	\$100.00
Total Software Monthly Cost:			\$500.00

Professional Services			
Name	Qty	Unit (Upfront)	Total (Upfront)
Encoding Appliance Hardware Configuration - Government Transparency Suite	1.0 Service(s)	\$875.00	\$875.00
Total Services Upfront:			\$875.00

Total Upfront Cost:	\$4,500.00
Total Monthly Cost:	\$500.00
Current Solution Monthly:	\$950.00
New Total Monthly Cost:	\$1450.00