

K17-195

AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
GRANICUS, INC.

THIS FIFTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, through the Council of the City of New Orleans (the “**Council**”), represented by Stacy Head, Council President (the “**City**”), and Granicus, Inc., represented by Jason Fletcher, Chief Operating Officer (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties.**” This Amendment is effective as of January 1st, 2017 (the “**Effective Date**”).

RECITALS

WHEREAS, on June 29, 2012, the City and the Contractor entered into a professional services agreement to provide a turnkey, comprehensive scalable and flexible agenda preparation and document management system plus an internet video streaming and meetings management solution (the “**Agreement**”);

WHEREAS, from 2013 through 2016, the City and the Contractor agreed to renew the Agreement for continuity of services;

WHEREAS, on January 12, 2017, the Council adopted Motion M-17-08 to renew the Agreement, as amended, for continuity of services; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to extend the term of the Agreement, as amended, and to increase the compensation for the purpose of continuity of services.

NOW THEREFORE, for good and valuable consideration, the Parties amend the Agreement, as amended, as follows:

1. **Extension.** In accordance with Article 7.2 of the Agreement, the term is extended for 1 year from the Effective Date through December 31, 2017.

2. **Compensation.** The maximum aggregate compensation payable described in Article 1.5 of the Agreement, as amended, is increased by \$110,725 to a new total amount not-to-exceed \$664,350.

3. **Scope of Services.** The City and the Contractor agree to upgrade the services provided under this Agreement in accordance with the proposal described under Exhibit A hereto attached.

4. **Additional Miscellaneous Provision.** The following provision is added to the Agreement:

10. **Living Wages.** To the fullest extent permitted by law, Granicus agrees to abide by City Code sections 70-801, et seq., which requires payment of a wage to covered employees equal to the amounts defined in the Code (“**Living Wage**”). If Granicus fails to comply with the requirements of

the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City.

5. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No principal, member, or officer of the Contractor has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

6. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

8. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

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[SIGNATURES CONTAINED ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS



Stacy Head, Council President

Executed on this 15th of March, 2017.

GRANICUS, INC.



Jason Fletcher, Chief Operating Officer

Taxpayer ID Number: 91-2010420

APPROVED:
Law Department

By:  _____

Printed Name: Julie R. King

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[EXHIBIT A TO THIS AGREEMENT IS ATTACHED SEPARATELY]



New Orleans - 2 x Encoder Upgrade + HD Streaming

PRESENTED BY: Nicholas Levine, Granicus

PRESENTED TO: New Orleans

DELIVERED ON: December 16, 2016

EXPIRES ON: December 31, 2016



www.granicus.com

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707 17th Street, Suite 4000, Denver, CO 80202



EXECUTIVE SUMMARY

This proposal is in response to the call on November 16th, 2016 with Andrea McNeil, Eric Ogburn, Brandon Oliver, Tung Ly and Nicholas Levine. The call was scheduled to discuss the migration from Silver Light to HTML5 streaming capabilities. Through the conversation it was discovered that New Orleans is currently operating analog encoders and would benefit from upgrading to SDI encoders.

The proposal represents the 2 x SDI Encoder + 2 x HD streaming upgrade. In addition you are presented with one Virtual Performance Accelerator, requested by Melvin In August to help streamline onsite hardware.

If you have any questions please reach out to your Client Executive.

Nicholas Levine

Nicholas.Levine@Granicus.com

720-240-9586 ext. 1569



Pricing Breakdown for your Solution

Software as a Service			
Name	Qty	Unit (Monthly)	Total (Monthly)
Upgrade to SDI 720p Streaming	2.0	\$200.00	\$400.00
Granicus Encoding Appliance Software - (GT)	2.0 Package	\$100.00	\$200.00
Total Software Monthly Cost:			\$600.00

Hardware			
Name	Qty	Unit (Upfront)	Total (Upfront)
Granicus SDI Encoding Appliance Hardware	2.0 Unit(s)	\$3,500.00	\$7,000.00
Shipping - Large Item	2.0	\$125.00	\$250.00
Total Hardware Upfront:			\$7,250.00

Professional Services			
Name	Qty	Unit (Upfront)	Total (Upfront)
Encoding Appliance Hardware Configuration - (GT)	2.0 Service(s)	\$875.00	\$1,750.00
Total Services Upfront:			\$1,750.00

Total Upfront Cost:	\$9,000.00
Total Monthly Cost:	\$600.00
Current Monthly Total Cost:	\$6153.34
New Monthly Total Cost:	\$6753.34

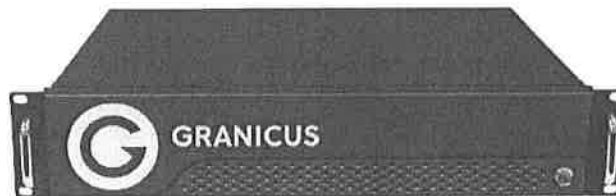
All currency is in US dollars*



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.



Not all video quality is created equal

Granicus' video web streaming capabilities



For more than 15 years now, Granicus has been unmatched in the industry when it comes to the quality of online streaming video output. This is where Granicus got its start as a company, and it continues to be one of our core competencies today.



The Texas Senate



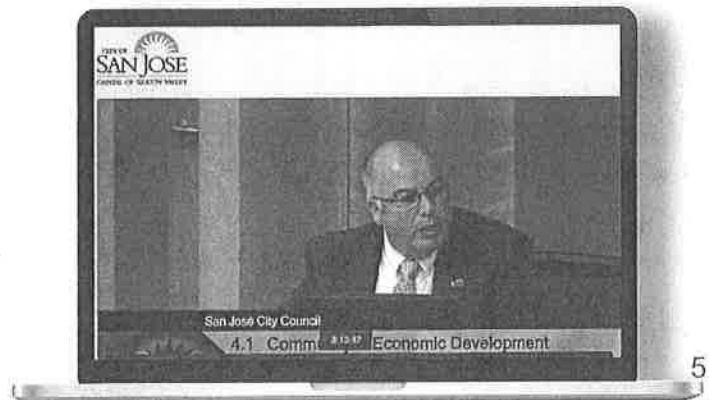
Minnesota Metropolitan Council

When it comes to video quality, obviously High Definition is at the forefront of the conversation. However, what others call "HD" pales in comparison even to Granicus' Standard Definition streaming services.

- Our competitors' "HD" offering is little more than a 750 Kbps stream blown up to an HD resolution (720p).
- Granicus' High Definition streaming (720p) solution, on the other hand, features a 2Mbps stream and is not simply a lower stream blown up to an HD resolution like that of our competitors.

The quality difference between Granicus' HD stream and others' is clear when compared. **With Granicus' true HD streaming offering, we have shown a commitment to providing our customers with a video quality experience unmatched by any other company touting an HD experience.**

City of San Jose, CA





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.

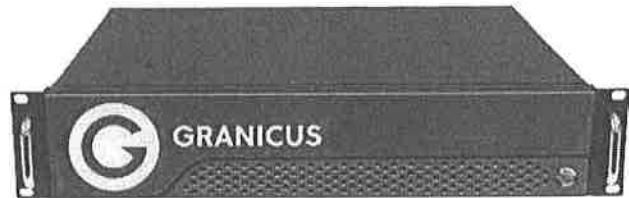
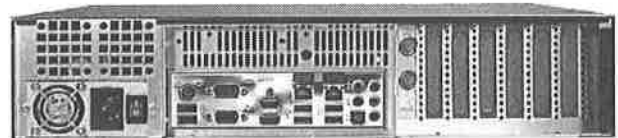
Granicus SDI Encoding Appliance

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 chassis 			
Weight	<ul style="list-style-type: none"> • 35 lbs 			
Power	Idle	Load	Startup	
	Watts	40	120	96
	Amps	0.226	0.965	0.755
	KVA	0.04	0.120	0.096
	BTU/hr	136	408	326
Connectivity	<ul style="list-style-type: none"> • Ethernet: 2 auto-detecting x 1 Gbit ports 			
Storage	<ul style="list-style-type: none"> • Up to 2TB capacity • 4000 hours at standard bit rates 			
Hardware Warranty	<ul style="list-style-type: none"> • Granicus customer lifetime (managed hardware) 			
Optional Components	<ul style="list-style-type: none"> • Rail kit * • Tower conversion kit * 			
Management	<ul style="list-style-type: none"> • Full remote management, monitoring patching & reporting 			

Granicus SDI Encoding Appliance



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	<ul style="list-style-type: none"> • Static public IP address • Inbound pull over TCP Port 8080 (port changed upon request) • 650 Kbps upstream ** • Unlimited viewers
Encoding Formats	<ul style="list-style-type: none"> • Microsoft® Windows Media® (Silverlight®) • H.264 for Adobe® Flash® Player • H.264 in HTML (iOS and Android devices)
Local Distribution	<ul style="list-style-type: none"> • Live and on-demand (directly from Granicus Encoding Appliance) • 50 maximum concurrent streams

* Additional charges may apply

** Higher bitrates available, requires additional bandwidth



Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
 - Over 1,200 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
- Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of that product.

Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

- For existing clients, the costs associated with this proposal or purchase order are in addition to client's existing services.
- If Client's solution requires any onsite training, client agrees to pay travel expenses for Granicus employees (including but not limited to airfare, lodging, meals) not to exceed two thousand dollars (\$2,000.00) per trip.
- If multiple products are included in this proposal, product scope of work timelines might not run parallel to each other and extend the time of the overall project.