

**FIRST AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN GRANICUS, INC. AND THE CITY OF PEMBROKE PINES, FLORIDA**

This First Amendment to the Granicus, Inc. Service Agreement dated December 20, 2016, is made and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the City of Pembroke Pines, a Florida municipal corporation (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated October 11, 2016 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add the Granicus SDI Encoder for HD Streaming as detailed in the Proposal dated December 6, 2016, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include an additional two hundred dollars (\$200.00) per month as detailed in Exhibit A. As amended, Client's Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the inconsistency shall be resolved by giving precedence to the documents in the following order:
  - A. Paragraphs set forth in the body of this First Amendment
  - B. Paragraphs set forth in the body of the Agreement

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives,

**THE CITY OF PEMBROKE PINE, FL**

**GRANICUS, INC.**

By: Charles J. Ruda

By: Jason Fletcher  
Jason Fletcher  
CEO

Date: 12/20/16  
**APPROVED AS TO LEGAL FORM**

Date: December 20, 2016

**OFFICE OF THE CITY ATTORNEY**

DATED: 12/20/16



# Pembroke Pines -Additional SDI Encoder + HD Upgrades

**PRESENTED BY:** Nicholas Levine, Granicus

**PRESENTED TO:** Pembroke Pines

**DELIVERED ON:** December 06, 2016

**EXPIRES ON:** December 31, 2016

## EXECUTIVE SUMMARY

This proposal represents the conversation between Michael Lockett and Nick Levine in regards to Pembroke Pines' Encoder Upgrade to stream HD.

The solutions in the proposal represent HD streaming, which will work seamlessly with your current SDI Encoder.

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

Best,

Nicholas Levine

[Nicholas.Levine@Granicus.com](mailto:Nicholas.Levine@Granicus.com)

720-240-9586

## Pricing Breakdown for your Solution

Software as a Service			
Name	Qty	Unit (Monthly)	Total (Monthly)
Upgrade to SDI 720p Streaming	1.0	\$200.00	\$200.00
<b>Total Software Monthly Cost:</b>			<b>\$200.00</b>

<b>Total Upfront Cost:</b>	\$0.00
<b>Total Monthly Cost:</b>	\$200.00
<b>Current Monthly Total Cost:</b>	
<b>New Monthly Total Cost:</b>	



# 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

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

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.



## 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.