



**Cooper City Commission Meeting
Agenda Item Request Form**

Commission Meeting/Workshop Date: May 14, 2019

Requesting Department: Finance/IT Division

Subject: Capturing & storing text messages

Section:

<i>Presentation</i>	<i>Consent</i>	<i>Regular</i>	<i>Discussion</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Background and Recommendation (attach backup material to Item Request Form):

The City Commission tabled this item on April 24, 2019, and requested additional information on the cost for a total of 5 users. The additional information is hereby attached.

In order to fully comply with public records requests related to cellular communication, the City Commission has requested a solution that will allow the capture and storage of all incoming and outgoing text messages. The IT Division has researched several options and recommends using the Smarsh archiving solution. This can be accomplished in two ways:

Option 1: Users will download a third-party text messaging application on their existing, personal cellular devices and no new hardware will be purchased. The app, which costs approximately \$15/month, will be used for business purposes only and all messages sent and received will be archived using Smarsh. In order to access the Smarsh platform, the City must purchase a minimum of 10 user licenses at a recurring cost of \$40/month, per license, and pay a one-time Smarsh setup fee of \$3,000. Users will continue receiving a monthly cell phone allowance.

Option 2: Users will receive a city-issued Android device, purchased from Verizon, at a cost of approx. \$600 per device + \$50 for accessories. All text messages sent and received using this device will be captured and archived using the same Smarsh platform mentioned above. Since Smarsh directly integrates with Verizon, a third-party app is not required. Instead, messages will be captured at the carrier level and the cost of the 10 user licenses will be reduced to \$20/month, per license. There will be a one-time Smarsh set-up fee of \$500. Users will forfeit their current monthly cell phone allowance and the City will assume the cost of new phones, as well as the recurring cost of a Verizon unlimited voice and data plan (\$51/month, per user).

While staff ultimately recommends exclusive use of email for business communication, should an additional solution be desired, Option 2 is most cost-effective. This option does, however, require users to carry a second Android only device. A cost analysis of both options is attached.

General Ledger Account Number(s) and Amount(s):

N/A

Approvals:

Acting Asst.
Finance Director

(Signature) 5/3/19

City Manager *(Signature)*

City Clerk _____

CELLULAR PHONE COST ANALYSIS WITH AND WITHOUT TEXT ARCHIVING SOLUTION

ANNUAL COST FOR 31 USERS

TOTAL # OF EMPLOYEES RECEIVING ALLOWANCE	CURRENT CELL PHONE ALLOWANCE CITY WIDE		THIRD-PARTY MESSAGING APP WITH "SMARSH" TEXT ARCHIVING SOLUTION (OPTION 1)				VERIZON CELL SERVICE W/ NEW EQUIPMENT AND "SMARSH" TEXT ARCHIVING SOLUTION (OPTION 2)				VERIZON CELL SERVICE W/ NEW EQUIPMENT AND "INTRADYN" TEXT ARCHIVING SOLUTION (OPTION 3)					
	Allowance Tier	RECURRING Total	CellTrust 3rd-Party Messenger Application	Archiver License (SMARSH) with Verizon BYOD	Mobile Device Manager (TBD)	COST PER USER INCLUDING CURRENT ALLOWANCE	Unlimited Voice/Data (VERIZON) Cellular Plan	Text Archiving License (SMARSH) with Direct Capture	Mobile Device Manager (TBD)	COST PER USER WITH CITY PLAN	Unlimited Voice/Data (VERIZON) Cellular Plan	Text Archiving License (INTRADYN) with Direct Capture	Small Cloud Email or Text Archiving	Mobile Device Manager (TBD)	COST PER USER	
7	@	\$ 419.90	\$ 2,939.30	\$ 180.00	\$ 152.00	\$ 180.00	\$ 6,523.30	\$ 612.00	\$ 178.33	\$ 180.00	\$ 6,792.33	\$ 612.00	\$ 60.00	\$ 34.00	\$ 35.94	\$ 5,193.58
19	@	\$ 840.06	\$ 15,961.14	\$ 180.00	\$ 152.00	\$ 180.00	\$ 25,689.14	\$ 612.00	\$ 178.33	\$ 180.00	\$ 18,436.33	\$ 612.00	\$ 60.00	\$ 34.00	\$ 35.94	\$ 14,096.86
5	@	\$ 1,680.00	\$ 8,400.00	\$ 180.00	\$ 152.00	\$ 180.00	\$ 10,960.00	\$ 612.00	\$ 178.33	\$ 180.00	\$ 4,851.67	\$ 612.00	\$ 60.00	\$ 34.00	\$ 35.94	\$ 3,709.70
31			\$ 27,300.44	TOTAL RECURRING:			\$ 43,172.44	TOTAL RECURRING:			\$ 30,080.33	TOTAL RECURRING:			\$ 23,000.14	
			NON-RECURRING SET-UP FEE FOR SMARSH:		\$ 3,400.00	NON-RECURRING SET-UP FEE, SMARSH:		\$ 500.00	NON-RECURRING SET-UP FEE, INTRADYN:		\$ -	NON-RECURRING SET-UP FEE, INTRADYN:		\$ -		
			EQUIPMENT:		N/A	NON-RECURRING EQUIP @ \$650 EACH:		\$ 20,150.00	NON-RECURRING EQUIP @ \$650 EACH:		\$ 20,150.00	NON-RECURRING EQUIP @ \$650 EACH:		\$ 20,150.00		
			ANNUAL RECURRING COST:		\$ 46,572.44	START-UP COST W/ NEW DEVICES:		\$ 50,730.33	START-UP COST W/ NEW DEVICES:		\$ 50,730.33	START-UP COST W/ NEW DEVICES:		\$ 43,150.14		

CELLULAR PHONE COST ANALYSIS WITH AND WITHOUT TEXT ARCHIVING SOLUTION

CITY COMMISSION ONLY

CURRENT ALLOWANCE FOR PERSONAL DEVICES WITHOUT TEXT ARCHIVING			
Employee ID	Allowance Amount	Allowance Frequency	ANNUAL Recurring Allowance
CURRAN, JAMES C	\$ 140.00	Monthly	\$ 1,680.00
GREEN, JEFFREY L	\$ 140.00	Monthly	\$ 1,680.00
MELTZER, HOWARD M	\$ 140.00	Monthly	\$ 1,680.00
PULCINI, MASSIMO	\$ 140.00	Monthly	\$ 1,680.00
ROSS, GREG	\$ 140.00	Monthly	\$ 1,680.00
Total			\$ 8,400.00

VERIZON CELLULAR SERVICE W/ NEW EQUIPMENT AND "INTRADYN" TEXT ARCHIVING SOLUTION				
ANNUAL Unlimited Voice/Data (VERIZON)	ANNUAL Text Archiving License	ANNUAL Small Cloud Archiving	ANNUAL COST PER USER	
\$ 612.00	\$ 60.00	\$ 237.60	\$ 909.60	
\$ 612.00	\$ 60.00	\$ 237.60	\$ 909.60	
\$ 612.00	\$ 60.00	\$ 237.60	\$ 909.60	
\$ 612.00	\$ 60.00	\$ 237.60	\$ 909.60	
\$ 612.00	\$ 60.00	\$ 237.60	\$ 909.60	
Total			\$ 4,548.00	

*NON-RECURRING EQUIPMENT & ACCESSORIES
FOR 5 USERS @ \$650 EACH:* \$ 3,250.00

START-UP COST TO PURCHASE NEW DEVICES WITH TEXT MESSAGING ARCHIVE SOLUTION: **\$ 7,798.00**



INTRADYN™

Archiving and eDiscovery Innovation

QUOTE

1355 Mendota Heights Road
Suite 300
Mendota Heights, MN 55120
Phone (651) 203-4600
Fax (651) 203-4607

Quote Date: April 29, 2019
Quote Number: 042919AEB

Customer: City of Cooper Florida
Attention Darryl McFarlane

Part #	Description	Unit Type	Quantity	Unit Price	Total Price
	Network Archiver (Through the network Provider)		5	\$60 per year	\$300.00
	Small Cloud – Email Archiving (OR TEXT)		1	\$1,188 per year	\$1,188
	Total				\$1,488

This quote is valid for 30 days and is subject to Intradyn's license Agreement. Terms are Net 30 upon credit approval. Prices shown are net, excluding taxes and freight and are based on U.S Domestic Delivery & Installation. Title and Control is FOB Origin. Shipping is prepaid and invoiced



INTRADYN™

Archiving and eDiscovery Innovation

QUOTE

1355 Mendota Heights Road
Suite 300
Mendota Heights, MN 55120
Phone (651) 203-4600
Fax (651) 203-4607

Quote Date: April 29, 2019
Quote Number: 042919AEB

Customer: City of Cooper Florida
Attention Darryl McFarlane

Part #	Description	Unit Type	Quantity	Unit Price	Total Price
	Network Archiver (Through the network Provider)		31	\$60 per year	\$1,860
	Small Cloud – Email Archiving (OR TEXT)		1	\$1,188 per year	\$1,188
	Total				\$3,048

This quote is valid for 30 days and is subject to Intradyn's license Agreement. Terms are Net 30 upon credit approval. Prices shown are net, excluding taxes and freight and are based on U.S Domestic Delivery & Installation. Title and Control is FOB Origin. Shipping is prepaid and invoiced

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA

Manage Engine Pricing

Dear Customer,

Zoho Corp is pleased to provide a price quote for ManageEngine products. The pricing model is described in the table below

Quote ID: 60449

Dated: 29 April 2019

S.No	Part Number	Particulars	Price
1	85809.2SCA2	ManageEngine Mobile Device Manager Plus Cloud Professional Edition - Subscription Model - Annual Subscription fee for 31 Mobile Devices with Single User License - PRIMARY ACCT ADMINISTRATOR	769.00
2	85809.2SCUA1	ManageEngine Mobile Device Manager Plus Cloud Professional Edition - Subscription Model - Annual Subscription fee for Additional 1 User(s) - SECONDARY ACCT ADMINISTATOR	345.00
3	85809.2SCT1	ManageEngine Mobile Device Manager Plus Cloud Professional Edition - Subscription Model - Fee for Web-based Training (2hrs each for 2 days)	495.00
Subtotal Price :			\$1,609.00
Government discount :			\$161.00
Total Price :			\$1,448.00

1. Validity

Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices after the expiry date or before sending your Purchase Order.

2. Payment Terms

Net 30 Days.

3. Payment Mode

- a) You can purchase through our online store (or) I can send you a customized link to purchase through a credit card.
- b) Please issue Purchase Order via email to nandha@manageengine.com along with the end user email address.
- c) Please mention the Accounts Payable contacts in the PO.
- d) Zoho Corp accepts payment by valid company check or wire transfer. Please contact Zoho Corp for wire transfer particulars.

Sincerely,
Nandhagopal
Sales Administrator
Phone: 212 461 8049
nandha@manageengine.com

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA

Order Form (#Q042368)(Service Account Number:)

* Using current devices (BYOD)

Client Information

Company	Name	City of Cooper City, FL		
	Address	9090 SW 50th Pl	City	Cooper City
	State	FL	Zip	33328-4227
Primary Contact <i>(Authorized User)</i>	Name	Darryl McFarlane	Title	IT Manager
	Phone	+1.954.434.4300	Email	dmcfarlane@coopercityfl.org
Technical Contact <i>(if different)</i>	Name	Darryl McFarlane	Title	IT Manager
	Phone	+1.954.434.4300	Email	dmcfarlane@coopercityfl.org
Billing Contact	Name	Darryl McFarlane	Title	IT Manager
	Phone	+1.954.434.4300	Email	dmcfarlane@coopercityfl.org
	Address	9090 SW 50th Pl	City	Cooper City
	State	FL	Zip	33328-4227
Quote Date	04/12/2019 08:42:14		Quote Expiration	04/26/2019
Smarsh Sales Executive	Carrie Breedlove		Term of Agreement	12 Months
Activation Date	Upon Grant of Access to Service		Import Billing	In Arrears
			Setup Fee Billing	Upon Contract Execution

Services and Fees

	Rate per Quantity	Minimum Quantity	Minimum
Pro Cloud Plan SMG 10 - Annual	\$600.00	1	\$600.00
SMG Setup Fee	\$400.00	1	\$400.00
SMG 10 - Capture & Archive - Annual	\$140.00	10	\$1,400.00
SMG 10 - Capture & Archive Premium Adj - Annual	\$28.00	0	\$0.00
Extended Retention Fee - Annual	\$2.50	0	\$0.00
US/CA International Calling/Messaging - Annual	\$0.35		\$0.35
CellTrust SL2 Professional Services - 8 Hours	\$3,000.00	1	\$3,000.00
CellTrust Premium Support - Per User - Annual	\$18.00	10	\$180.00
CellTrust Ent. CA Voice+SMS - Per User - Annual	\$180.00	10	\$1,800.00
Recurring Subtotal			\$3,980.35
One-Time Subtotal			\$3,400.00

Notes Overage above included Capture & Archive quantity is \$140 per connection.

Terms & Conditions

On a date following the execution of this Order Form, Smarsh will provide Client with access to the applicable Service ("Activation Date"). Service Descriptions are available at www.smarsh.com/legal. The Services are subject to Smarsh Service Agreement-General Terms located here: www.smarsh.com/legal/ServiceAgreement. The Services purchased by Client are also subject to the following Service Specific Terms: Professional Cloud Service Specific Terms available at: <https://www.smarsh.com/legal/SSTProfessionalCloud>; CellTrust Service Specific Terms available at: <https://www.smarsh.com/legal/SSTCellTrustSL2>; premium Channels Service Specific Terms available at: <https://www.smarsh.com/legal/SSTMobilityChannels>;

The Smarsh Service Agreement – General Terms, the Service Specific Terms, and this Order Form are, collectively, the "**Agreement**." The Services will auto-renew pursuant to the terms of the Agreement.

For AT&T Mobility subscribers, your signature below represents your acceptance of the AT&T Wireless Terms and Conditions available at www.smarsh.com/legal/ATT as they apply to AT&T messages that are archived by Smarsh.

"**Plan Fees**" are the Fees charged for access to the Connected Archive. "**Capture & Archive Fees**" are the Fees that are charged for capture and archive of a bundle of Connections within the Connected Archive Service. "**Capture Fees**" are the per-Connection Fees that are charged for the capture of Connections by the Connected Capture Service. "**Professional Services Fees**" are the Fees that charged for hourly, monthly, or flat rate professional services. The Platform Fees, the Capture & Archive Fees, and the Capture Fees, as applicable, are invoiced on a monthly or annual basis, as specified in this Order Form. Client agrees that the Recurring Subtotal above is Client's minimum commitment during the Term of the Agreement. Smarsh will invoice Client for any usage over the minimum commitment at the Overage rate indicated in this Order Form.

If not priced above, data import and conversion Fees and storage Fees for data from Connected Capture or other capture mechanisms are as follows:

Data Imports	\$10/GB
Import Data Conversion fees	\$3/GB
External Capture Data Storage – Annual	\$2.50/GB

Smarsh self-certifies to the EU-U.S. Privacy-Shield. We provide information about our GDPR compliance at www.smarsh.com/legal/GDPR, and a list of Smarsh sub-processors is available at www.smarsh.com/legal/subprocessors.

By _____

Name: _____ Title: _____ Date: _____

ATTACHMENT 1
Modifications to Smarsh Service Agreement

This attachment modifies the Smarsh Service Agreement between Smarsh, Inc. and the City of Cooper City, FL ("Agreement"). The amendments that follow are effective upon the date that the Client first signs an Order Form referencing this attachment.

The parties agree to the following amendments to the Agreement:

- 1) **Section 1.8** – Add the following to the end of that paragraph:

"With regard to data retained by Smarsh, Smarsh shall abide by the applicable provisions of Florida's public records laws."
- 2) **Section 2.7** – Add the following to the beginning of the first sentence:

"To the extent permitted by Section 768.28, Florida Statutes, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder,"
- 3) **Section 3.1** – make the following changes:
 - In the sentence beginning "Fees are due and payable" change "thirty (30)" to "forty-five (45)", and insert the following at the end of that sentence:

"in accordance with Section 218.74, Florida Statutes (the "Prompt Payment Act")"
 - Delete the sentence beginning "Smarsh may charge a late fee" and replace it with:

"In accordance with Section 218.74, Florida Statutes (the "Prompt Payment Act"), beginning 30 days after the payment due date, Smarsh may charge a late fee of 1% per month on any unpaid Fees."
 - Add the following to the penultimate sentence after "Initial Term":

"provided that the increased Fees will only become effective upon the commencement of the next Renewal Term following Smarsh's notice to Client of the Fee increase."
- 4) **Section 3.3** – Delete the second sentence and replace it with:
 - A.
 - B. "Smarsh acknowledges that Client is tax-exempt."
 - C.
- 5) **Section 4.2** - Add the following to the last sentence:
 - D.
 - E. "(iii) pursuant to a Florida public records request, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure."
 - F.
- 6) **Section 6.1** - The second sentence is deleted and replaced with the following:

"The Initial Term may be renewed for additional, successive 12-month terms (each a "Renewal Term") subject to the availability of Client funds."
- 7) **Section 8.2** – in the sentence beginning "Smarsh's aggregate liability" replace "Smarsh's" with "Each party's".
- 8) **Section 10.4** – make the following changes:
 - "Delaware" is replaced with "Florida"
 - "Multnomah County, in the State of Oregon" is replaced with " County, in the State of Florida"

- 9) **Section 10.7** – Add the following after “This Agreement”:

“(including all Order Forms and attachments thereto)”

- 1) **Section 10.8** - The entire section is deleted and replaced with:

“Smarsh shall obtain Client’s prior written consent (a) before disclosing that Client is a customer of Smarsh and (b) for any use of Client’s name in marketing materials, press releases, blog posts, case studies, or white papers.”

- 2) **Section 10.12** - The entire section is deleted and replaced with:

“No modification, amendment, or alteration of the terms and conditions of this Agreement will be effective unless agreed to and executed in writing by both parties.”

- 3) Add new section:

10.13 Public Records. To the extent required by the Florida Public Records Act, Chapter 119, Florida Statutes, Smarsh shall maintain and allow access to (via Client) public records made or received in conjunction with the Agreement. The Agreement may be terminated for cause by the Agency for Smarsh’s refusal to allow access (via Client) to public records.

All other terms of the Agreement remain unchanged.

Signature:

Email: dmcfarlane@coopercityfl.org

** Using Direct Capture w/ new devices*

Client Information

Company	Name	City of Cooper City, FL		
	Address	9090 SW 50th Pl	City	Cooper City
	State	FL	Zip	33328-4227
Primary Contact <i>(Authorized User)</i>	Name	Darryl McFarlane	Title	IT Manager
	Phone	+1.954.434.4300	Email	dmcfarlane@coopercityfl.org
Technical Contact <i>(if different)</i>	Name	Darryl McFarlane	Title	IT Manager
	Phone	+1.954.434.4300	Email	dmcfarlane@coopercityfl.org
Billing Contact	Name	Darryl McFarlane	Title	IT Manager
	Phone	+1.954.434.4300	Email	dmcfarlane@coopercityfl.org
	Address	9090 SW 50th Pl	City	Cooper City
	State	FL	Zip	33328-4227
Quote Date	04/12/2019 08:31:54		Quote Expiration	04/26/2019
Smarsh Sales Executive	Carrie Breedlove		Term of Agreement	12 Months
Activation Date	Upon Grant of Access to Service		Import Billing	In Arrears
			Setup Fee Billing	Upon Contract Execution

Services and Fees

	Rate per Quantity	Minimum Quantity	Minimum
Pro Cloud Plan SMG 10 - Annual	\$600.00	1	\$600.00
SMG Setup Fee	\$500.00	1	\$500.00
SMG 10 - Capture & Archive - Annual	\$140.00	10	\$1,400.00
SMG 10 - Capture & Archive Premium Adj - Annual	\$28.00	5	\$140.00
Extended Retention Fee - Annual	\$2.50	0	\$0.00
Recurring Subtotal			\$2,140.00
One-Time Subtotal			\$ 500.00

Notes Overage above included Capture & Archive quantity is \$140 per connection.

Terms & Conditions

On a date following the execution of this Order Form, Smarsh will provide Client with access to the applicable Service ("Activation Date"). Service Descriptions are available at www.smarsh.com/legal. The Services are subject to Smarsh Service Agreement-General Terms located here: www.smarsh.com/legal/ServiceAgreement. The Services purchased by Client are also subject to the following Service Specific Terms: Professional Cloud Service Specific Terms available at: <https://www.smarsh.com/legal/SSTProfessionalCloud> ; premium Channels Service Specific Terms available at: <https://www.smarsh.com/legal/SSTMobileChannels> ;

The Smarsh Service Agreement – General Terms, the Service Specific Terms, and this Order Form are, collectively, the "**Agreement**." The Services will auto-renew pursuant to the terms of the Agreement.

For AT&T Mobility subscribers, your signature below represents your acceptance of the AT&T Wireless Terms and Conditions available at www.smarsh.com/legal/ATT as they apply to AT&T messages that are archived by Smarsh.

"**Plan Fees**" are the Fees charged for access to the Connected Archive. "**Capture & Archive Fees**" are the Fees that are charged for capture and archive of a bundle of Connections within the Connected Archive Service. "**Capture Fees**" are the per-Connection Fees that are charged for the capture of Connections by the Connected Capture Service. "**Professional Services Fees**" are the Fees that charged for hourly, monthly, or flat rate professional services. The Platform Fees, the Capture & Archive Fees, and the Capture Fees, as applicable, are invoiced on a monthly or annual basis, as specified in this Order Form. Client agrees that the Recurring Subtotal above is Client's minimum commitment during the Term of the Agreement. Smarsh will invoice Client for any usage over the minimum commitment at the Overage rate indicated in this Order Form.

If not priced above, data import and conversion Fees and storage Fees for data from Connected Capture or other capture mechanisms are as follows:

Data Imports	\$10/GB
Import Data Conversion fees	\$3/GB
External Capture Data Storage – Annual	\$2.50/GB

Smarsh self-certifies to the EU-U.S. Privacy-Shield. We provide information about our GDPR compliance at www.smarsh.com/legal/GDPR, and a list of Smarsh sub-processors is available at www.smarsh.com/legal/subprocessors.

By _____

Name: _____ Title: _____, Date: _____.

ATTACHMENT 1
Modifications to Smarsh Service Agreement

This attachment modifies the Smarsh Service Agreement between Smarsh, Inc. and the City of Cooper City, FL ("Agreement"). The amendments that follow are effective upon the date that the Client first signs an Order Form referencing this attachment.

The parties agree to the following amendments to the Agreement:

- 1) **Section 1.8** – Add the following to the end of that paragraph:

"With regard to data retained by Smarsh, Smarsh shall abide by the applicable provisions of Florida's public records laws."

- 2) **Section 2.7** – Add the following to the beginning of the first sentence:

"To the extent permitted by Section 768.28, Florida Statutes, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder,"

- 3) **Section 3.1** – make the following changes:

- In the sentence beginning "Fees are due and payable" change "thirty (30)" to "forty-five (45)", and insert the following at the end of that sentence:

"in accordance with Section 218.74, Florida Statutes (the "Prompt Payment Act")"

- Delete the sentence beginning "Smarsh may charge a late fee" and replace it with:

"In accordance with Section 218.74, Florida Statutes (the "Prompt Payment Act"), beginning 30 days after the payment due date, Smarsh may charge a late fee of 1% per month on any unpaid Fees."

- Add the following to the penultimate sentence after "Initial Term":

"provided that the increased Fees will only become effective upon the commencement of the next Renewal Term following Smarsh's notice to Client of the Fee increase."

- 4) **Section 3.3** – Delete the second sentence and replace it with:

A.

B. "Smarsh acknowledges that Client is tax-exempt."

C.

- 5) **Section 4.2** - Add the following to the last sentence:

D.

E. "(iii) pursuant to a Florida public records request, provided that the Client gives notice to Smarsh in a reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure."

F.

- 6) **Section 6.1** - The second sentence is deleted and replaced with the following:

"The Initial Term may be renewed for additional, successive 12-month terms (each a "Renewal Term") subject to the availability of Client funds."

- 7) **Section 8.2** – in the sentence beginning "Smarsh's aggregate liability" replace "Smarsh's" with "Each party's".

- 8) **Section 10.4** – make the following changes:

- "Delaware" is replaced with "Florida"

- "Multnomah County, in the State of Oregon" is replaced with " County, in the State of Florida"

- 9) **Section 10.7** – Add the following after “This Agreement”:

“(including all Order Forms and attachments thereto)”

- 1) **Section 10.8** - The entire section is deleted and replaced with:

“Smarsh shall obtain Client’s prior written consent (a) before disclosing that Client is a customer of Smarsh and (b) for any use of Client’s name in marketing materials, press releases, blog posts, case studies, or white papers.”

- 2) **Section 10.12** - The entire section is deleted and replaced with:

“No modification, amendment, or alteration of the terms and conditions of this Agreement will be effective unless agreed to and executed in writing by both parties.”

- 3) Add new section:

10.13 Public Records. To the extent required by the Florida Public Records Act, Chapter 119, Florida Statutes, Smarsh shall maintain and allow access to (via Client) public records made or received in conjunction with the Agreement. The Agreement may be terminated for cause by the Agency for Smarsh’s refusal to allow access (via Client) to public records.

All other terms of the Agreement remain unchanged.

Signature:

Email: dmcfarlane@coopercityfl.org