



**Master Subscription Agreement
No. 12973**

This Master Subscription Agreement ("**Agreement**") is made and entered into on _____ ("**Effective Date**") between The City of Pompano Beach ("**Client**" or "**City**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients residing in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients residing in Canada ("**Granicus**").

WHEREAS, Client requires services which Granicus is capable of providing under the terms and conditions described herein; and

WHEREAS, Granicus is able and prepared to provide such services to Client under the terms and conditions set forth herein; and

WHEREAS, Granicus offers its Legistar software solution, which provides agenda management, legislative tracking, and related workflow tools to support public sector organizations in conducting efficient, transparent, and compliant governance processes; and

WHEREAS, City Charter Code 32.39 Competitive Bidding states that before the General Services Director (also known as Purchasing Director) makes any purchase of, or contract for, supplies, materials, capital items, or insurance services in an amount less than seventy-five thousand dollars (\$75,000.00), the General Services Director or designee shall obtain a quote from at least one (1) responsible source of supply. In addition to the purchases described herewith, the General Services Director or designee shall have the authority to approve all other purchases in an amount less than two hundred thousand dollars (\$200,000.00), with the concurrence of the City Manager.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Order and Proposal set forth in Exhibit "A" (the "Q-46006"), and the Insurance Requirements set forth in Exhibit "B," and the Sole Supplier Certification set forth in Exhibit "C", all of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. *Purpose.* Client, on behalf of their City Clerk Office, desires to contract with Granicus to provide software licensing services upon the terms and conditions set forth herein.

3. *Definitions.* For the purpose of this Agreement, the following terms have the corresponding definitions:

3.1 "**Content**" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

3.2 "**Products**" means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

3.3 **“IP Rights”** means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

3.4 **“Order”** means a proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

3.5 **“Services”** means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the Order;

4. *Term of Contract.* This Contract shall be for three (3) year term, beginning on October 1, 2025 and ending on September 30, 2028.

5. *Renewal.* This Agreement is not subject to renewal.

6. *Maximum Obligation.* Client agrees to pay Granicus for the Services as provided in Exhibit “A” and providing the required insurance.

7. *Price Formula, Fees, Payment and Invoices, Price Changes, Cooperative Purchasing, and Overages.*

A. Price Formula. City agrees to pay Granicus for Services set forth in this Agreement as follows:

Services not to exceed one hundred forty-seven thousand six hundred thirty-one dollars and eighty-one cents (\$147,631.81), payable as follows: forty-six thousand three hundred seventy-two dollars and sixty cents (\$46,372.60) for year one, forty-nine thousand one hundred fifty-four dollars and ninety-five cents (\$49,154.95) for year two, and fifty-two thousand one hundred four dollars and twenty-six cents (\$52,104.26) for year three.

B. Fees. Client will pay all fees, costs and other amounts as specified in each Order. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order. Granicus may suspend Client’s access to any Products if there is a lapse in payment not remedied promptly upon written notice to Client as specified in Article 12. A lapse in the Term will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client’s responsibility to provide applicable exemption certificate(s).

C. Payment. Unless disputed by City as provided herein, upon City’s receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client

acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

Client may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Granicus written notification of any such disputed charge. Granicus shall provide clarification and a satisfactory explanation to Client, along with revised copies of all such documents if inaccuracies or errors are discovered, within thirty (30) days of receipt of Client's notice of the disputed amount.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

D. **Invoices/Purchase Orders.** Granicus shall submit invoices to Client on an annual basis and Granicus shall reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment under this Article.

E. **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus shall provide notice of any price changes prior to the end of the current Term. Such notification may be made via Order, email or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

F. **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or Order between Granicus and Client.

G. **Overages.** For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers.

8. *Terms of Services.*

A. Granicus shall perform Services in accordance with this Agreement and the Order. Granicus is not obligated to provide any Services unless set out in the Order. Unless otherwise set out in the Order or as agreed to by the parties the Services shall be performed remotely. Any estimates provided in the Order, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the Order. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

B. Granicus grants Client a non-exclusive, non-transferable, royalty-free, license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in the Order. "Deliverable(s)" means any computer software, and related written documentation, reports or materials developed by Granicus;

C. Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices shall comply with Client's policies and procedures in effect at such location.

D. If agreed to by the Parties in the Order, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

E. Publicity. Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

F. Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client will immediately notify Granicus.

G. Discrimination and Harassment Prohibited. Each Party will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

9. *Client Responsibilities.*

A. Content. Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Content or data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

B. Data Backup and Protection. Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

C. Passwords. Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

D. Cooperation. Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

E. Third-Party Technology. Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

F. Use of Messaging Services. Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

10. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

11. *Disputes.* Any factual disputes between Client and Granicus in regard to this Agreement shall be directed to the City Manager for the Client. Any final decision of the City Manager not agreed upon by Granicus shall be decided by a court of competent jurisdiction.

12. *Contract Administrators, Notices and Demands.*

A. Contract Administrators. During the term of this Agreement, the Client's Contract Administrator shall be the Code Compliance Department's Head Secretary. Granicus' Contract Administrator shall be provided by Granicus upon commencement of services (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Granicus:	Kelly Oliver, Vice President Legal
	408 Saint Peter St Suite 600
	St Paul, MN 55102
	Phone: 1-800-314-0147
	Email: legalnotices@granicus.com

If to Client: Kervin Alfred, City Clerk
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4903
Email: Kervin.Alfred@copbfl.com

With a copy to: Aymara Schmidt, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: Aymara.Schmidt@copbfl.com

13. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Services items, developed, prepared, assembled or compiled by Granicus specifically and exclusively for Client as required for the Services hereunder, whether complete or unfinished, shall be owned by the Client without restriction, reservation or limitation of their use and made available at any time and at no cost to Client upon reasonable written request for its use and/or distribution as Client deems appropriate provided Client has compensated Granicus for said Services. Upon completion of all Services contemplated hereunder or termination of this Agreement, Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

To the extent it exists and is necessary to perform the Services hereunder, Client shall provide any information, data and reports in its possession to Granicus free of charge.

14. *Intellectual Property Ownership and Use Rights.*

A. *Intellectual Property Ownership.* Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.

B. *License to Products.* Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

C. Third Party Contractors. Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

D. Data Sources. Client may only upload data related to individuals that originates with or is owned by Client. Client will not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus shall not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.

E. Content. Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus shall not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus

F. Advertising. Client will not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

G. Restrictions. Client shall not:

1. Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;
2. Disassemble, decompile, reverse engineer or make derivative works of the Products;
3. Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order;
4. Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

5. Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

15. *Termination.*

A. Termination for Breach or Default. Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 15 herein which describes in reasonable detail the alleged breach or default and thirty (30) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to the other party.

B. Termination for Convenience. Client retains the right to terminate this Agreement for convenience upon ninety (90) business days written notice to Granicus in accordance with Article 15 herein.

C. Non-Appropriation. Client may terminate this Agreement or any Order by providing Granicus written notice in accordance with Article 12 during the Renewal Term for lack of appropriation so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

D. Effect of Termination. Upon expiration or termination of an Order for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders ; (iii) Granicus shall promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

16. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature, any computer virus, worm, denial of service attack; any act of a public enemy, insurrection, riot, explosion or strike, or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Granicus must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by Client upon written notice, which may be provided via registered or certified mail or other trackable delivery service.

17. *Insurance.* Granicus shall maintain insurance in accordance with Exhibit “B” throughout the term of this Agreement.

18. *General Indemnification.*

A. Granicus shall at all times indemnify, defend, save and hold harmless the Client, its officers, officials, employees, volunteers and other authorized agents from and against any third party claims, demands, suit, damages, reasonable attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the Client caused by Granicus’ breach, omission, negligence, recklessness or misconduct of Granicus and/or any of its agents, officers, or employees hereunder. Granicus agrees to investigate, handle, respond to, provide defense for, and defend any such claims as provided under this Article at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by Client, any sums due Granicus hereunder may be retained by Client until all of Client’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Client.

B. Granicus acknowledges and agrees that Client would not enter into this Agreement without Granicus’ indemnification of the Client. The parties agree that one percent (1%) of the total compensation paid to Granicus hereunder shall constitute specific consideration to Granicus for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

19. *Intellectual Property Indemnification.* Granicus shall defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, “Losses”) arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the Order, infringes a valid U.S. copyright or U.S. patent issued as of the date of the Order (a “Claim”). If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Term. To the extent permitted by applicable law, Granicus shall have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus’ request and at Granicus’ cost, to defend such Claim. Granicus shall not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party’s prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

20. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by Client of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

21. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns. Notwithstanding the foregoing, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Granicus' insolvency or bankruptcy, Client may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Granicus hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Services to be performed hereunder, Granicus shall be required to obtain the written approval of the Client's Contract Administrator. If the Client's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Granicus shall be prohibited from allowing that subcontractor to provide any Services hereunder. Although Granicus may subcontract Services in accordance with this Article, Granicus remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the Convicted Vendors List referenced in accordance with the provisions of Article 34 below.

22. *Performance Under Law.* Granicus, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

23. *Audit and Inspection Records, SOC-1/SOC-2 Reports.*

A. *Audit and Inspection Records.* Granicus shall permit the authorized representatives of the Client to inspect and audit all financial data and records of Granicus, if any, relating to performance under the contract until the expiration of three (3) years after final payment under this Contract.

Granicus further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that Client or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontractor, have access to and the right to examine any directly pertinent financial books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

B. *SOC-1/SOC-2 Reports.* Upon request by Client, Granicus agrees to provide the Client with a copy of any available SOC-1/SOC-2 reports on the data center(s) hosting Legistar. Upon request by Client, Granicus also agrees to provide Client with a copy of any available SOC-1/SOC-2 reports on Legistar itself. Client agrees to treat any SOC-1 or SOC-2 reports are provided as the confidential trade secrets of Granicus in accordance with this Agreement.

24. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Granicus, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Granicus, its employees subcontractors, and agents shall refrain from acting adverse to the Client's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the Client and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Granicus' employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against Client in any legal or administrative proceeding in which he, she, or Granicus is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Client in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Granicus or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Article 15, Termination.

25. *Independent Contractor.* Granicus shall be deemed an independent Granicus for all purposes, and the employees of Granicus or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of Client. As such, the employees of Granicus, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by Client, nor shall such Granicus, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from Client.

26. *Granicus Cooperation.* Granicus recognizes that the performance of this Contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of Client. Therefore, Granicus shall be responsible to maintain a cooperative and good faith attitude in all relations with Client and shall actively foster a public image of mutual benefit to both parties. Granicus shall not make any statements or take any actions detrimental to this effort.

27. *Public Records.*

A. Client is a public agency subject to Chapter 119, Florida Statutes. Granicus shall comply with Florida's Public Records Law, as amended. Specifically, Granicus shall:

1. Keep and maintain public records required by the Client in order to perform the service.

2. Upon request from the Client's custodian of public records, provide the Client with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Granicus does not transfer the records to Client.

4. Upon completion of the contract, transfer, at no cost to Client, all public records in possession of Granicus, or keep and maintain public records required by Client to perform the service. If Granicus transfers all public records to Client upon completion of the contract, Granicus shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Granicus keeps and maintains public records upon completion of the contract, Granicus shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records in a format that is compatible with the information technology systems of the Client.

B. Failure of Granicus to provide the above described public records to Client within a reasonable time may subject Granicus to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF GRANICUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANICUS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

28. *Confidentiality.* During performance of the Services, each party may receive Confidential Information of the other party.

A. "Confidential Information" means all confidential and/or trade secret information of either party ("Disclosing Party"), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party ("Receiving Party") or to which the Receiving Party gains access in connection with performance of the Services.

B. Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

C. If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

D. The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

29. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

30. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. Either party shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that either party shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by either party with respect to any specific default by the other party be considered a waiver of its rights with respect to that default or any other default.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

31. *No Contingent Fee.* Granicus warrants that other than a bona fide employee working solely for Granicus, Granicus has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Granicus' breach or violation of this provision, Client shall have the right to terminate this Agreement without liability and, at Granicus' sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

32. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

33. *No Third Party Beneficiaries.* Granicus and Client agree that this Agreement and other agreements pertaining to Granicus' performance hereunder shall not create any obligation on Granicus or Client's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

34. *Public Entity Crimes Act.* As of the full execution of this Agreement, Granicus certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Granicus is subsequently listed on the Convicted Vendors List during the term of this Agreement, Granicus agrees it shall immediately provide Client written notice of such designation in accordance with Article 12 above.

35. Representations; Warranties; Disclaimers.

A. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

B. Warranties:

1. Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

2. Granicus warrants that it shall perform its obligations in a professional and workmanlike manner in accordance with industry standards.

3. Client's sole and exclusive remedy and Granicus' sole obligation for breach of the warranties in this Article are as follows: (i) for a breach of the warranty in Article 35 Section B.1, the indemnity in Article 19 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Article 35 Section B.2, provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

C. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES SHALL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF SHALL BE UNINTERRUPTED OR ERROR FREE.

36. Limitation of Liability.

A. EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW PER ARTICLE 29, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 19 (INTELLECTUAL PROPERTY INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000.00).

37. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

38. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

39. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

40. *Approvals.* Whenever Client approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

41. *Absence of Conflicts of Interest.* Granicus represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

42. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

43. *Employment Eligibility.* By entering into this Contract, Granicus becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than thirty (30) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Granicus, Granicus may not be awarded a public contract for a period of one (1) year after the date of termination.

44. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Granicus certifies that Granicus is not participating in a boycott of Israel. Granicus further certifies that Granicus is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Granicus been engaged in business operations in Syria. Subject to limited exceptions provided in state law, Client will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Granicus has submitted a certification, shall be deemed a material breach of contract. Client shall provide notice, in writing, to Granicus of Client's determination concerning the false certification. Granicus shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Granicus shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Granicus does not demonstrate that the Client's determination of false certification was made in error then Client shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

45. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

46. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

47. *Survival.* Article 7 (Price Formula, Fees, Payment and Invoices, Price Changes, Cooperative Purchasing, and Overages), Article 28 (Confidentiality), Article 18 (Indemnification), Article 19 (Intellectual Property Indemnification), Article 36 (Limitation of Liability), Article 29 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

48. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

Attest:

CITY OF POMPANO BEACH "CLIENT"

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

(SEAL)

"GRANICUS"

Granicus, LLC

Witnesses:

Signed by:
Alex Bern
C429F9FD944B4C8

Alex Bern

(Print or Type Name)

Signed by:
Cale Brakke
27150E518FA14DE

Cale Brakke

(Print or Type Name)

Signed by:
Greg Eck
42A48EG6376B43F...

By:

Greg Eck

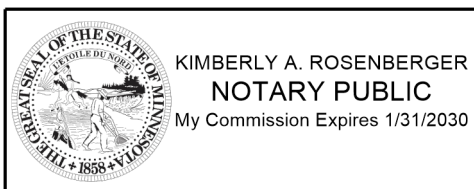
Senior Manager, Contracts

STATE OF MINNESOTA

COUNTY OF CARVER

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 28th day of August, 2025, by Greg Eck, as Senior Manager, Contracts, of Granicus LLC, a Minnesota limited liability company on behalf of the company who is ☒ personally known to me or ☐ who has produced _____ as identification.

NOTARY'S SEAL:



Signed by:
Kimberly A. Rosenberger
8A340286FD6840F...

NOTARY PUBLIC, STATE OF MINNESOTA

Kimberly A. Rosenberger

(Name of Notary Typed, Printed or Stamped)

31065673

Commission Number



THIS IS NOT AN INVOICE

Order Form
Prepared for
Pompano Beach, FL

Granicus Proposal for Pompano Beach, FL

ORDER DETAILS

Prepared By: Daniel Oliveros
Phone:
Email: daniel.oliveros@granicus.com
Order #: Q-460006
Prepared On: 24 Jul 2025
Expires On: 30 Sep 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 30 Sep 2025
Initial Order Term End Date: 30 Sep 2028
Period of Performance: 01 Oct 2025 - 30 Sep 2026



Order Form
Pompano Beach, FL

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Boards and Commissions	Annual	1 Each	\$9,222.00
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,361.56
Legistar	Annual	1 Each	\$14,030.14
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,431.65
Government Transparency Suite	Annual	1 Each	\$9,305.71
Meeting Efficiency Suite	Annual	1 Each	\$10,021.54
Open Platform Suite	Annual	1 Each	\$0.00
SUBTOTAL:			\$46,372.60



Order Form
Pompano Beach, FL

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Oct 2026 - 30 Sep 2027	01 Oct 2027 - 30 Sep 2028
Boards and Commissions	\$9,775.32	\$10,361.84
Upgrade to SDI 720p Streaming	\$2,503.25	\$2,653.45
Legistar	\$14,871.95	\$15,764.27
Granicus Encoding Appliance Software (GT)	\$1,517.55	\$1,608.60
Government Transparency Suite	\$9,864.05	\$10,455.90
Meeting Efficiency Suite	\$10,622.83	\$11,260.20
Open Platform Suite	\$0.00	\$0.00
SUBTOTAL:	\$49,154.95	\$52,104.26



Order Form
Pompano Beach, FL

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Boards and Commissions	<p>Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting <p><i>Optional custom templates for document or report generation may also be purchased for an additional fee.</i></p>
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Legistar	<p>Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database



Order Form
Pompano Beach, FL

Solution	Description
	<ul style="list-style-type: none"> Up to one (1) InSite web portal
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> Unlimited user accounts Unlimited meeting bodies Unlimited storage of minutes documents Access to the LiveManager software application for recording information during meetings Access to the Word Add-in software component for minutes formatting in MS Word if desired Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.



Order Form
Pompano Beach, FL

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-460006 dated 24 Jul 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Pompano Beach, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.



Order Form
Pompano Beach, FL

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-460006 dated 24 Jul 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Pompano Beach, FL	
Signature:	
Name:	
Title:	
Date:	

EXHIBIT B - INSURANCE REQUIREMENTS
MASTER SUBSCRIPTION AGREEMENT ID #12973

GRANICUS shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

GRANICUS is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by GRANICUS, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by GRANICUS under this Agreement.

Throughout the term of this Agreement, GRANICUS and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. GRANICUS further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from GRANICUS's negligent acts or omissions in connection with GRANICUS's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

☐ Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

— comprehensive form ☐ Minimum \$10,000/\$20,000/\$10,000
 — owned (Florida's Minimum Coverage)
 — hired
 — non-owned

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence

Aggregate

—	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

Per Occurrence

Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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CYBER LIABILITY	Per Claim	Aggregate
XX	\$2,000,000	\$2,000,000

(3) If Professional Liability insurance is required, GRANICUS agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, GRANICUS and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the GRANICUS, the GRANICUS shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. GRANICUS hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then GRANICUS shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should GRANICUS enter into such an agreement on a pre-loss basis.



granicus.com

5/10/2023

SOLE SUPPLIER CERTIFICATION

This is to certify that the computer software program(s) identified below (the "Software"), are the sole and exclusive property of **Granicus, LLC. and/or its affiliates and subsidiaries**, ("Supplier"). Supplier is the owner, developer, and manufacturer of the source code to the Software and has exclusive rights to distribute the source code for the Software or authorize affiliates and resellers to distribute the Software on Supplier's behalf. No other vendor has end user distribution rights to the source code.

Supplier is the only vendor that has the ability and expertise to support the source code for the Software for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues. Any third-party technology or data included in or with the Software is the property of such third party, is provided under separate agreement between the third party and Supplier, and is not subject to this certification.

Signed on behalf of Supplier as of the date set forth above:

Signature:

DocuSigned by:
Brendan Stierman
BE342685D3714DF...

Name:

Brendan Stierman

Title:

Manager, Contracts

Software:

- | | | |
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| <ul style="list-style-type: none"> •Additional Essentials Admin Seats •Additional FOIA Request Type •ADFS/Single Sign-on Module •Advanced Email Tracking •Attachment Search w/OCR •Boards and Commissions •Citizen Participation Suite •Claims Module •Client Controlled Indexing Software •Code Enforcement Module •Complaints Module •Contract Tracking Module •Correspondence Module •CRM Module •Dev/Test Environment •Discovery Module •eComment •Essentials Package 1 •Essentials Package 2 •Essentials Package 3 •Essentials Package 4 •Essentials Package 5 •FOIA Module Non Enterprise | <ul style="list-style-type: none"> •GIS Interface •GoLocal Service •Government Transparency Suite •GovMeetings Live Cast •Granicus Encoding Appliance Software (GT) •Granicus Live Cast Encoding Software •Hosted Data Storage •iLegislate •Inter-Agency Communications Module •Invoicing Module •Legistar •Meeting Efficiency Suite •Municipal Community Development Service •NERS Service •Open Data Portal Connector •Open Platform Suite •Payments Module •Peak Agenda Management •Performance Accelerator Suite | <ul style="list-style-type: none"> •PST Email Extractor •Redaction License (per named user) •Send Agenda •SpeakUp •Subpoena Appearances Module •Subpoena Duces Tecum Module •Upgrade to SDI 720p Streaming •Video Redaction Connector I •Video Redaction Connector II •Virtual Performance Accelerator •VoteCast •WA State JLARC Reporting |
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