

# PUBLIC CABLE TELEVISION AUTHORITY

A Joint Powers Agency  
10350 Fern Ave. Stanton, CA 90680

## *AGENDA*

**DATE:** June 21, 2023  
**TIME:** 9:00 A.M.  
**PLACE:** Stanton City Hall, City Council Chambers  
7800 Katella Ave. Stanton, CA 90580

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IN ACCORDANCE WITH THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 54954.2, THIS AGENDA IS POSTED NOT LESS THAN 72 HOURS PRIOR TO THE MEETING DATE AND TIME ABOVE. ALL WRITTEN MATERIALS RELATING TO EACH AGENDA ITEM ARE AVAILABLE FOR PUBLIC INSPECTION IN THE OFFICE OF THE CITY CLERK OF EACH MEMBER CITY OF PCTA.

IN THE EVENT ANY MATTER NOT LISTED ON THIS AGENDA IS PROPOSED TO BE SUBMITTED TO THE BOARD FOR DISCUSSION AND/OR ACTION, IT WILL BE DONE IN COMPLIANCE WITH SECTION 54954.2 OR AS SET FORTH ON A SUPPLEMENTAL AGENDA POSTED NOT LESS THAN 24 HRS PRIOR TO THE MEETING.

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1. Call to Order
2. Pledge of Allegiance & Roll Call
3. Public Comments: Persons wishing to address the Board on PCTA matters may as determined by the Chair; comments are limited to three minutes or deferred until the specific agenda item.
4. Consent Calendar: All matters listed under the Consent Calendar are considered to be routine and will be enacted on simultaneously with one motion without discussion, unless separate action and/or discussion is requested by a board member, staff, or a member of the public.
  - A. Minute Approval of May 17, 2023 Regular Meeting: See backup to Item 4A.
  - B. Receive/File Register: See backup to Item 4C.
  - C. Receive/File Treasurer's/Administrative Expenditure Reports: See backup to Item 4D.

*RECOMMENDED ACTION: PCTA Board approve all items on the Consent Calendar.*

5. Reports:
  - A. Report of Board.
  - B. Report of Treasurer
  - C. Report of Attorney
  - D. Report of Administration
6. Old Business

A. PCTA Presentation and Update – See Backup to Item 6A

*RECOMMENDED ACTION: Staff recommends Board to receive and file.*

7. New Business

A. PCTA Member Cities Granicus Contract Renewals – See Backup to Item 7A

*RECOMMENDED ACTION: Staff recommends Board to approve and direct staff to execute contracts on behalf of member cities.*

8. ADJOURNMENT TO **July 19, 2023**, at 9:00 A.M. at Stanton City Council Chambers, 7800 Katella Ave. Stanton, CA 90680



MINUTES

Regular Meeting of May 17, 2023

10350 Fern Avenue  
Stanton, CA 92680

1. **Call to Order:** Chair **David Shawver** called the meeting to order at 9:03 a.m.

2. **Roll Call:**

Director Kimberly Ho	Westminster	Absent	Vice-Chair Kim Constantine	Fountain Valley	Present
Director Carol Warren	Stanton	Present	Chair Dave Shawver	Stanton	Present
Director Glenn Grandis	Fountain Valley	Present	Director NamQuan Nguyen	Westminster	Absent

Staff Present:

Louis Rocha	PCTA	Hannah Shin-Heydorn	Stanton
Meghan Wishner	Fountain Valley	Vanessa Johnson	Westminster

3. **Public Comments:** None

4. **Consent Calendar:**

**Director Grandis** motioned to approve Consent Calendar of April 19, 2023; seconded by **Seconded by Vice Chair Constantine**.

**Motion passes 5-0,**

5. **Reports:**

**B: Report of Finance Director: Director Grandis** presented an update regarding the Franchise Fee and all monies had been distributed to member cities bringing all accounts current as of May 17, 2023.

**C: Report of Administration: Supervising Manager Rocha** provided the Board with an update on the current status of the annual PCTA audit and DavisFarr’s involvement. Staff and PCTA bookkeepers had met with the auditors and were on a path towards concluding the FY 21-22 audit. Manager Rocha also brought up the topic of the NATOA 2023 Annual Conference, to be held in Long Beach from October 2-5. On the evening of the 5<sup>th</sup> will also be the Government Programming Awards. Conference registration is ongoing and a copy of the tentative agenda was provided. Director Grandis asked Manager Rocha to identify conference sessions that would be of interest to the Board and City staff.

**6. Old Business:**

**6A. PCTA Technology Review**

Board directed Supervising Manager Rocha to purchase equipment upgrades involving a new printer, cost not to exceed: \$1,000 and a non-linear editing system, cost not to exceed: \$3,248.99

**Moved by Director Grandis, seconded by Vice Chair Constantine**

**Motion Passes 5-0**

**New Business:**

**7A. PCTA Presentation and Update**

**Item continued to June 21, 2023 meeting**

The meeting was adjourned to 9:00 A.M. Wednesday, **June 21, 2023** at City of Stanton City Council Chambers.  
7800 Katella Ave., Stanton CA 90680

Respectfully submitted,

Louis A. Rocha  
Supervising Manager

# PUBLIC CABLE TELEVISION AUTHORITY

## Memorandum

To: PCTA Board of Directors  
From: Louis Rocha, Supervising Manager  
Date: June 21, 2023  
Re: Report of Recent PCTA Activities

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### **PCTA Member City Channels Programming Updates**

PCTA Master Control Operator has reached out to member city liaisons in an effort to update programming. Stale bulletin board slides and outdated programming have been pulled from the rotation.

### **SCAN-NATOA Conference and STAR Awards Ceremony**

The 2023 SCAN chapter of the NATOA organization will be holding their annual conference on Thursday, June 29<sup>th</sup> in Long Beach. In conjunction with the conference, the STAR Awards Ceremony will be held. PCTA is currently a finalist in the Instructional category for the Cablecast Apps promotional video.

### **NATOA Conference Sessions of Note**

At the May 2023 Board Meeting, Director Grandis asked Supervising Manager Rocha to identify conference sessions that would be of particular interest to the Board. See attachment. Also, please note that the current published agenda is tentative and may be subject to change prior to the conference's start date.

### **Westminster City Council Chamber Update**

PCTA and City staff have met with multiple vendors regarding the upgrade. These vendors are currently working on their recommendations/assessments. Once provided, PCTA will present these to City staff for review.

### **PCTA Non-Linear Editing System**

Staff has acquired a new Non-Linear Editing system (NLE) and will be shortly going online.

## **NATOA Working Agenda**

### **Sessions of Potential Interest**

There are three programming tracks throughout the conference for the various aspects NATOA covers.  
Programming – Intended for video production crew and management  
Broadband - Intended for telecom related issues, digital equity and inclusion, rights-of-way, etc.  
Policy – Intended for franchising/legal issues.

#### **Tuesday, Oct. 3**

9:30 a.m. – 10:45 a.m.

In Dirt to Above Ground: Fiber Construction Practices in ROW

11:15 a.m. – 12:30 p.m.

Ending Digital Discrimination and Growing: The Roles of Local Government

#### **Wednesday, Oct. 4**

9:00 a.m. – 10:15 a.m.

BEAD: One Year In. What's YOUR Plan?

(Broadband Equity Access and Deployment Program)

10:45 a.m. – 12:00 p.m.

The Future of PEG & Local Government Franchise Revenue

2:45 p.m. – 3:30 p.m.

Franchising: It's Not Your Father's Clicker Anymore

#### **Thursday, Oct. 5**

9:00 a.m. – 10:15 a.m.

To BEAD or not to BEAD: Affordability, ACP and USF

1:30 p.m. – 2:30 p.m. – Roundtables

6409a Wireless Sitting in the Court, FCC and on the Hill

3:00 p.m. – 4:00 p.m. – Roundtables

Policy Roundtable

# Public Cable Television Authority

## Memorandum

**DATE:** June 21, 2023  
**TO:** Board of Directors  
**FROM:** Supervising Manager Louis Rocha  
**RE:** PCTA Presentation and Update

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### **BACKGROUND**

Member cities City Managers have been asked to attend in order to provide them with an update on the status of the PCTA.

### **DISCUSSION**

A oral summary of the current status and future of the PCTA will be provided.

### **CLOSING**

Staff recommends Board move to receive and file.

# Public Cable Television Authority

## Memorandum

**DATE:** June 21, 2023  
**TO:** Board of Directors  
**FROM:** Louis A. Rocha, Supervising Manager  
**RE:** Annual Granicus Services Contract Renewal

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### **BACKGROUND**

Granicus provides streaming services for PCTA member cities' City Council and Planning Commission meetings as well as agenda and meeting management solutions to City Clerk's offices.

### **DISCUSSION**

Annual contracts for Granicus services for each member city are attached for review. Rates have seen an increase of 10% over 22-23 service contracts.

### **CLOSING**

Staff recommends Board review and approve payments to Granicus in the amounts of:  
\$12,637.14 – Fountain Valley  
\$ 8,694.36 – Stanton  
\$13,515.41 - Westminster

## PCTA

### In Support of: Fountain Valley, CA

#### ORDER DETAILS

**Prepared By:** Tania Dominguez Chon  
**Phone:**  
**Email:** tania.dominguezchon@granicus.com  
**Order #:** Q-276642  
**Prepared On:** 05 Jun 2023  
**Expires On:** 30 Jun 2023

#### 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 Jun 2023  
**Period of Performance:** 07/01/2023 - 06/30/2024

It is the responsibility of the reseller or distributor to provide the End User with the Granicus Order Form and any attached terms and conditions. **Any pricing contained herein is the amount due to Granicus and must be removed prior to submission to the End User.** This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice.

**RESELLER IS NOT PERMITTED TO ENTER INTO AN AGREEMENT WITH AN END USER FOR GRANICUS PRODUCTS OR SERVICES ABSENT LEGALLY BINDING TERMS SUBSTANTIALLY SIMILAR TO THOSE SET FORTH IN THE GRANICUS MASTER SUBSCRIPTION AGREEMENT FOUND**

**AT:** [www.granicus.com/Master\\_Subscription\\_Agreement](http://www.granicus.com/Master_Subscription_Agreement)

## 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
Open Platform Suite	Annual	1 Each	\$0.00
Government Transparency Suite	Annual	1 Each	\$12,637.14
<b>SUBTOTAL:</b>			<b>\$12,637.14</b>

## Granicus Order Form for Fountain Valley, CA

### ORDER DETAILS

**Granicus Contact:** Tania Dominguez Chon  
**Email:** tania.dominguezchon@granicus.com  
**Order #:** Q-276642  
**Prepared On:** 05 Jun 2023

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

**Current Subscription**  
**End Date:** 30 Jun 2023  
**Period of Performance:** 07/01/2023 - 06/30/2024

## PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

**NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.**

Renewing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Open Platform Suite	Annual	1 Each
Government Transparency Suite	Annual	1 Each

## PRODUCT DESCRIPTIONS

Solution	Description
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.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.

## 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-276642 dated 05 Jun 2023 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 Fountain Valley, CA 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.
- The attached End User Licensing Agreement must be signed and returned with all necessary order documents.

## BILLING INFORMATION

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

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-276642 dated 05 Jun 2023 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.

Direct	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	



## End User License Agreement

This End User License Agreement (“**Agreement**”) is made and entered into as of the latter date of the signatures below (the “Effective Date”) by and between Fountain Valley, CA (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**”). Client and Granicus may each be referred to herein as “Party” or collectively as “Parties”.

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services (“**Reseller**”), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus’ sole discretion. Notification to Client will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Granicus Products and Services**” means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.

“**Order Term**” means the then-current duration of performance identified on each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

- 2. Use of Granicus Products and Services and Proprietary Rights**

- 2.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.

- 2.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the “Permitted Use”). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.

- 2.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus’ written permission and professional services support for list cleansing.

- 2.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client’s passwords.

- 2.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in

support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

- 2.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- 2.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.
- 2.2.5. Granicus Subscriber Information for Communications Cloud Suite only**
- 2.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 2.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 2.2.5.3. Data Obtained through the Granicus Advanced Network**
- 2.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 2.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**2.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

**2.3. Restrictions.** Client shall not:

**2.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

**2.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

**2.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

**2.3.4.** Client must not use the Services as a door or signpost to another server.

**2.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;

**2.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

**2.3.7.** Use the Granicus Products and Services for any unlawful purposes;

**2.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

**2.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

**2.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

**2.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

**2.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

### **3. Representations, Warranties and Disclaimers**

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

**3.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

**3.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER

ORAL AND WRITTEN, 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 GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

#### 4. Confidential Information

**4.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (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 to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to 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 (e) to 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.

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.

**4.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

**4.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

**4.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## 5. Term and Termination

**5.1. Agreement Term.** The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.

**5.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.

**5.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

**5.4. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## 6. Limitation of Liability

**6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**6.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR

ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

## 7. General

- 7.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 7.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 7.3. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 7.4. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 7.5. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 7.6. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.
- 7.7. Entire Agreement.** This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client.

**7.8. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

**7.9. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**Granicus**

**By:** \_\_\_\_\_  
(Authorized Signature)

**Name:** \_\_\_\_\_  
(Print or Type Name of Signatory)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Execution Date)

**Fountain Valley, CA**

**By:** \_\_\_\_\_  
(Authorized Signature)

**Name:** \_\_\_\_\_  
(Print or Type Name of Signatory)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Execution Date)



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Westminster, CA

## **PCTA In Support of: Westminster, CA**

### **ORDER DETAILS**

**Prepared By:** Marilyn Fletcher  
**Phone:**  
**Email:** marilyn.fletcher@granicus.com  
**Order #:** Q-178478  
**Prepared On:** 09/13/2022  
**Expires On:** 06/30/2022

### **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:** 06/30/2022  
**Period of Performance:** 07/01/2022 - 06/30/2023

## 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
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,373.88
Open Platform Suite	Annual	1 Each	\$0.00
Government Transparency Suite	Annual	1 Each	\$12,141.53
<b>SUBTOTAL:</b>			<b>\$13,515.41</b>



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Westminster, CA

## Granicus Order Form for Westminster, CA

### ORDER DETAILS

**Granicus Contact:** Marilyn Fletcher  
**Email:** marilyn.fletcher@granicus.com  
**Order #:** Q-178478  
**Prepared On:** 09/13/2022

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

**Current Subscription**  
**End Date:** 06/30/2022  
**Period of Performance:** 07/01/2022 - 06/30/2023

## PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

**NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.**

Renewing Subscriptions		
Solution	Billing Frequency	Quantity/Unit
Granicus Encoding Appliance Software (GT)	Annual	1 Each
Open Platform Suite	Annual	1 Each
Government Transparency Suite	Annual	1 Each

## PRODUCT DESCRIPTIONS

Solution	Description
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.
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.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.

## TERMS & CONDITIONS

- The attached End User Licensing Agreement must be signed and returned with all necessary order documents.
- 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 Westminster, CA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

## BILLING INFORMATION

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

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-178478 dated 09/13/2022 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.

Direct	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	



## End User License Agreement

This End User License Agreement (“**Agreement**”) is made and entered into as of the latter date of the signatures below (the “Effective Date”) by and between Westminster, CA (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**”). Client and Granicus may each be referred to herein as “Party” or collectively as “Parties”.

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services (“**Reseller**”), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus’ sole discretion. Notification to Client will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Granicus Products and Services**” means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.

“**Order Term**” means the then-current duration of performance identified on each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

- 2. Use of Granicus Products and Services and Proprietary Rights**

- 2.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.

- 2.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the “Permitted Use”). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.

- 2.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus’ written permission and professional services support for list cleansing.

- 2.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client’s passwords.

- 2.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in

support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

- 2.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- 2.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.
- 2.2.5. Granicus Subscriber Information for Communications Cloud Suite only**
- 2.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.
- 2.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- 2.2.5.3. Data Obtained through the Granicus Advanced Network**
- 2.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.
- 2.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**2.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

**2.3. Restrictions.** Client shall not:

**2.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

**2.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

**2.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

**2.3.4.** Client must not use the Services as a door or signpost to another server.

**2.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;

**2.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

**2.3.7.** Use the Granicus Products and Services for any unlawful purposes;

**2.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

**2.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

**2.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

**2.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

**2.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

### **3. Representations, Warranties and Disclaimers**

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

**3.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

**3.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER

ORAL AND WRITTEN, 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 GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

#### 4. Confidential Information

**4.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (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 to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to 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 (e) to 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.

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.

**4.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

**4.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

**4.4. Return of Confidential Information.** Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

## 5. Term and Termination

**5.1. Agreement Term.** The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.

**5.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.

**5.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

**5.4. Survival.** All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

## 6. Limitation of Liability

**6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

**6.2. LIMITATION OF LIABILITY.** EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR

ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

## 7. General

- 7.1. Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 7.2. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 7.3. Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 7.4. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 7.5. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 7.6. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.
- 7.7. Entire Agreement.** This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client.

**7.8. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

**7.9. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

**Granicus**

**By:** \_\_\_\_\_  
(Authorized Signature)

**Name:** \_\_\_\_\_  
(Print or Type Name of Signatory)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Execution Date)

**Westminster, CA**

**By:** \_\_\_\_\_  
(Authorized Signature)

**Name:** \_\_\_\_\_  
(Print or Type Name of Signatory)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
(Execution Date)



# Invoice

Granicus  
Dept CH – Box 19634  
Palatine, IL 60055 - 9634

Please remit via ACH to:  
Routing #: 022000020 Acct #: 269099115

<b>Date</b>	5/31/2023	<b>Invoice #</b>	165839
<b>Terms</b>	Net 30	<b>Due Date</b>	6/30/2023
<b>P.O. Number</b>			

<b>Bill To</b>
City of Stanton 7800 Katella Avenue Stanton CA 90680 United States

<b>Sold To</b>
City of Stanton 7800 Katella Avenue Stanton CA 90680 United States

Description	Term Start Date	Term End Date	Amount
Granicus Encoding Appliance Software (GT)	7/1/2023	6/30/2024	1,542.46
Government Transparency Suite	7/1/2023	6/30/2024	7,151.90

For any questions about your invoice, please contact us at  
AR@granicus.com or 1-800-314-0147

Thank you for your business

<b>Total</b>	\$8,694.36
<b>Amount Due</b>	\$ 8,694.36 USD