

CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

Granicus, LLC

Consultant

1152 15th St. NW, Suite 800 Washington DC District of Columbia 20005

MAILING ADDRESS CITY STATE ZIP

201713010427

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required) hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for subscription services described in Exhibit A - Scope of Work that is incorporated by this reference.

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall perform the subscription services described in the attached **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's Contract and

Contract for Services
Granicus, LLC

attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence on July 1, 2025 and shall be completed and this Contract terminated on Sunday, June 30, 2030, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Annual subscription fees are due at the beginning of each annual term. If applicable, Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed Two Hundred Seven Thousand Ninety Five Dollars and Forty Three Cents (\$207,095.43) without City's prior written approval.

B. Said amount shall be paid upon submittal of the annual billings. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. City shall pay Consultant within thirty (30) days of receipt of an accurate invoice.

4. TERMINATION:

A. This Contract may be terminated for convenience by either party, provided that the other party is given not less than ninety (90) calendar days' written notice (delivered by registered mail) of intent to terminate.

Contract for Services
Granicus, LLC

B. Either Party may terminate this Contract for cause upon written notice if the other Party is in material breach of this Contract and fails to cure such breach within 30 days after the notifying Party provides notice of the breach.

C. If this Contract is terminated by City as a result of a material breach on Consultant's part, Consultant shall refund to the City any prepaid fees for the then-remaining or unexpired portion of the Contract term .

D. Upon termination, the City will have thirty (30) days from the termination or expiration date of a subscription to extract or download any content stored in the Consultant products. Consultant has no obligation to retain any content after such thirty (30)-day period nor is Consultant responsible for extracting the data on City's behalf absent separate written agreement and the payment of additional fees.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

7. LICENSING AND INTELLECTUAL PROPERTY:

A. Consultant products and services are purchased by City as subscriptions. Consultant hereby grants and City hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Consultant products and services during the term of this Contract. Consultant reserves all right, title and interest in the Consultant products and services, the documentation and resulting product including all related intellectual property rights. No implied licenses are granted to City. The Consultant name, logo, and the product names are trademarks of Consultant, and no right or license is granted to use them. City assigns to Consultant any suggestion, enhancement, request, recommendation, correction or other feedback provided by City relating to the use of the Consultant products and services. City shall not: (i) Misuse any Consultant resources or cause any disruption, including but not limited to, the display of adult content, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted; (ii) Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of third parties; (iii) Use the Consultant products and services in a manner in which system or network resources are unreasonably denied to third parties; (iv) Access or use any portion of Consultant products and services except as expressly allowed by this Contract; (v) Disassemble, decompile, or otherwise reverse engineer all or any portion of the Consultant products and services; (vi) Use the Consultant products and services for any unlawful purposes; (vii) Export or allow access to the Consultant products and services in violation of U.S. laws or regulations; (viii) subcontract, disclose, rent, or lease the Consultant products and services, or any portion thereof, for third party use; or (ix) Modify, adapt, or use the Consultant products and services to develop any software application intended for resale which uses the Consultant products and services in whole or in part.

Contract for Services
Granicus, LLC

B. Each party retains its rights in its pre-existing intellectual property. City retains all right, title and interest in and to the City's data. The City grants to Consultant all necessary licenses and rights in and to the City's data as necessary for Consultant to provide services to the City. City is responsible for City's data including without limitation the accuracy, quality, integrity, legality, reliability, appropriateness of the foregoing, and obtaining any intellectual property rights ownership or right to use the foregoing.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Consultant products and services; however, the Consultant products and services are provided "AS IS" and as available. EXCEPT AS PROVIDED 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. CONSULTANT DOES NOT WARRANT THAT CONSULTANT PRODUCTS AND SERVICES WILL MEET CITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. The subscription services are provided in accordance with Consultant's standard Service Level Agreement set forth as Exhibit D, which provide for specific uptime of the service. Standard warranty provides for compliance with the Service Level Agreement and material conformance with the specifications set forth in the applicable service documentation.

Contract for Services
Granicus, LLC

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City; provided that the Consultant may assign this Contract with reasonable notice to the City 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, and the City shall not unreasonably withhold its consent in such a specific instance. Claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

It is expected that one Party may disclose to the other Party certain information which may be considered confidential or trade secret information ("Confidential Information"). Confidential Information shall include: (i) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (ii) non-public information of a Party if it is identified as confidential or proprietary before, during, or promptly after presentation and (iii) any information that should be reasonably understood to be confidential or proprietary to a Party, given the nature of the information and the context in which disclosed.

Subject to freedom of information, government transparency or similar applicable law, each Party agrees to receive and hold any Confidential Information in strict confidence. Each Party also agrees: (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not to reveal, report, publish, disclose, transfer, copy or

Contract for Services
Granicus, LLC

otherwise use any Confidential Information except as specifically authorized by the other Party; (iii) not to use any Confidential Information for any purpose other than for performance under this Agreement; (iv) to restrict access to Confidential Information to those of its employees, agents, and contractors 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) to exercise at least the same standard of care and security to protect the Confidential Information received by it as it protects its own confidential information. If a Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the other Party as promptly as practicable so that such Party may seek a protective order or waiver for that instance.

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

Each Party shall return or destroy the Confidential Information upon written request by the other Party; provided, however, that each Party may retain one copy of the Confidential Information in order to comply with applicable law or court order. City understands and agrees that it may not always be possible to completely remove or delete all Confidential Information from Consultant's databases without some residual data.

Notwithstanding the above, nothing herein shall relieve the City of its duty to comply with the California Public Records Act.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

A. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all third party claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

B. Consultant will defend City from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims that

Contract for Services
Granicus, LLC

Consultant's products and services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Consultant determines that this Agreement is likely affected, or if the solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Consultant will, in its discretion: (i) replace the affected Consultant products and services; (ii) modify the affected Consultant products and services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to City any prepaid fees for the then-remaining or unexpired portion of the Agreement term. Notwithstanding the foregoing, Consultant will have no obligation to indemnify, defend, or hold City harmless from any Claim to the extent it is based upon: (i) a modification to any solution by City (or by anyone under City's sole direction or control or using logins or passwords assigned to City); or (ii) City's sole use (or use by anyone under City's direction or control or using logins or passwords assigned to City) of any Consultant products and services other than in accordance with this Agreement. This Section sets forth City's sole and exclusive remedy, and Consultant's entire liability, for any Claim that Consultant products and services or any other materials provided by Consultant violate or infringe upon the copyright or patent rights of any third party.

C. With regard to any Claim subject to indemnification pursuant to this Section: (i) the Party seeking indemnification shall within thirty (30) days notify the indemnifying Party in writing upon becoming aware of the Claim; (ii) the indemnifying Party shall within thirty (30) days assume sole defense and control of such Claim upon becoming aware thereof; and (iii) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

D. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW OR CONSULTANT'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 15B. OR UNLESS SUCH LIABILITY AND/OR DAMAGES ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED \$250,000. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, SALES, BUSINESS, GOODWILL, OR ANTICIPATED SAVINGS OR OTHER DAMAGES, INCLUDING SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED, UNLESS SUCH DAMAGES ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII

Contract for Services
Granicus, LLC

(an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Contract for Services
Granicus, LLC

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers authorized in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

Contract for Services
Granicus, LLC

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours, upon reasonable notice, until six (6) months after the final payments under this Contract are made to the Consultant. City will not exercise its audit or inspection rights more than once in any twelve month period, unless required to do so for purposes of an outside audit or court order.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Consultant:

Cassandra Candini-Tilton
Director of Legislative Services/City Clerk
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Pedro Arguedas
Renewals Specialist
Granicus, LLC
1152 15th St. NW, Suite 800
Washington DC, District of Columbia 20005
(775) 453-1177
pedro.arguedas@granicus.com

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

Contract for Services
Granicus, LLC

G. Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation. Notwithstanding the foregoing, disputes relating to intellectual property and confidential information shall be brought before a court of competent jurisdiction, but shall not go before an arbitrator.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may seek to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: _____
Toni Lundgren, City Manager

ATTEST:

By: _____
Cassandra Candini-Tilton, City Clerk

Contract for Services
Granicus, LLC

APPROVED AS TO FORM:

By: _____
Daniella Green, Acting City Attorney

CONSULTANT

DocuSigned by:
By: *Bernadette Foley* _____
06CBB3E1AA51459...
Title: Sr. Manager, Renewals

EXHIBIT A

Scope of Work/Consultant Proposal



THIS IS NOT AN INVOICE

Order Form
Prepared for
Manteca, CA

Granicus Proposal for Manteca, CA

ORDER DETAILS

Prepared By: Pedro Arguedas
Phone:
Email: pedro.arguedas@granicus.com
Order #: Q-432600
Prepared On: 12 Jun 2025
Expires On: 30 Jun 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 Jun 2025
Initial Order Term End Date: 30 Jun 2030
Period of Performance: 01 Jul 2025 - 30 Jun 2026



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
Send Agenda (Media Manager)	Annual	1 Each	\$0.00
eComment	Annual	1 Each	\$2,971.34
Upgrade to SDI 720p Streaming	Annual	1 Each	\$2,599.91
Open Platform Suite	Annual	1 Each	\$0.00
Government Transparency Suite	Annual	1 Each	\$12,945.86
Legistar	Annual	1 Each	\$11,935.88
Template - Custom View Page	Annual	1 Each	\$497.34
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$2,971.38
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$33,921.71



FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028	01 Jul 2028 - 30 Jun 2029	01 Jul 2029 - 30 Jun 2030
Send Agenda (Media Manager)	\$0.00	\$0.00	\$0.00	\$0.00
eComment	\$3,268.47	\$3,595.32	\$3,954.85	\$4,350.34
Upgrade to SDI 720p Streaming	\$2,859.90	\$3,145.89	\$3,460.48	\$3,806.53
Open Platform Suite	\$0.00	\$0.00	\$0.00	\$0.00
Government Transparency Suite	\$14,240.45	\$15,664.49	\$17,230.94	\$18,954.03
Legistar	\$13,129.47	\$14,442.41	\$15,886.66	\$17,475.32
Template - Custom View Page	\$547.07	\$601.78	\$661.96	\$728.16
Granicus Encoding Appliance Software (GT)	\$3,268.52	\$3,595.37	\$3,954.91	\$4,350.40
govDelivery for Integrations	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL:	\$37,313.88	\$41,045.26	\$45,149.80	\$49,664.78

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
Send Agenda (Media Manager)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
eComment	eComment reduces staff time by providing the ability to effortlessly collect and manage citizen input on agenda items. Citizens are allowed to either submit comments in regards to items or sign up to speak before a scheduled meeting.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
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.
Legistar	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: <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 • Up to one (1) InSite web portal
Template - Custom View Page	Custom view page

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.
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - Granicus shall: (i) 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, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products 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).
- **Data obtained through the Granicus Advanced Network.**
 - 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.
 - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The 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 the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
 - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not



opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.



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-432600 dated 12 Jun 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 Manteca, 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 terms and conditions set forth in the Agreement effective are incorporated herein by reference.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - 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-432600 dated 12 Jun 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.

Manteca, CA	
Signature:	
Name:	
Title:	
Date:	

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

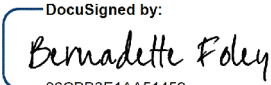
By:  _____
06CBB3E1AA51459...
Bernadette Foley
Sr. Manager, Renewals

EXHIBIT C

Payment Schedule

EXHIBIT C

Payment Schedule shall be paid in accordance with the terms and conditions outlined in the Exhibit A Proposal



REGIONAL HOURS OF AVAILABILITY AND SUPPORT CONTACT CHANNELS

Region	Regular Support Hours	Support Contact Channels
USA	Monday - Friday 8:00 AM-8:00 PM EST Excluding Federal Holidays	support.granicus.com 1-800-314-0147
Canada	Monday - Friday 8:00 AM-8:00 PM EST Excluding Statutory Holidays	support.granicus.com 1-800-314-0147
Europe	Monday - Friday 9:00 AM-5:00 PM GMT Excluding Statutory Holidays	support.granicus.com +44 (0) 800 032 7764
Australia & New Zealand	Monday - Friday 9:00 AM-5:30 PM AEST Excluding National Holidays and Victorian public holidays	support.granicus.com +61 3 9913 0020
Subscribers govDelivery Help	Monday - Friday 8:00 AM-8:00 PM EST Excluding US Federal Holidays	subscriberhelp.granicus.com subscriberhelp@granicus.com 1-800-439-1420 USA +44 (0) 808 234 7450 Europe
Emergency Support	Emergency technical support is available 24/7 by phone only for customers experiencing a Level 1 outage as defined below	

TECHNICAL SUPPORT SEVERITY LEVEL DEFINITIONS

Severity Level	Description	Time to 1 st Response	Granicus Action
Level 1 EMERGENCY	Incident represents complete unavailability of the Granicus Products for all users and no workaround is available	Within two (2) hours	Incident response process is initiated upon verification. Work on a resolution begins immediately (24/7/365). Notifications and updates of resolution or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com.
Level 2 SEVERELY IMPAIRED	Incident occurs when a major feature of the product is not working or fails repeatedly and there is no workaround available	Within four (4) hours	Incident response process is initiated upon verification. Case is evaluated whether a solution or acceptable work around can be achieved. Notifications and updates of resolutions or work arounds are provided to affected clients via case, or if several clients are affected, via status.granicus.com
Level 3 IMPAIRED	Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available	Within one (1) business day	Upon verification case is assigned and work on resolution begins within 1 business day. If the issue is reported after hours, it will not be assigned until the next business day.
Level 4 LOW IMPACT	Incident that has a limited business impact; primary functionality is unaffected	Within three (3) business days	Upon verification case is assigned and work on resolution begins within 3 business days. If the issue is reported after hours, it will not be assigned until the next business day.

Granicus shall use commercially reasonable efforts to resolve incidents affecting Granicus Products. Incidents that require debugging of programming code may need to be corrected during the next regular update cycle. Resolution time will be based on the details and severity of an incident. Regular follow-ups will be communicated with the customer until final resolution is reached



PRODUCT AVAILABILITY

Granicus will use commercially reasonable efforts to make the Granicus Products Available 99.9% of the Available Hours of Operation, calculated on a calendar quarter basis, as follows:

$$\frac{[(\text{Total time in a quarter} - \text{Unexpected Downtime} - \text{Scheduled Downtime} - \text{Service Disruption}) / (\text{Total time in a quarter} - \text{Schedule Downtime} - \text{Service Disruption})] * 100}$$

Reasonable efforts are made to avoid Scheduled Downtime to perform maintenance, however, in circumstances where Scheduled Downtime is required, notification will be posted at least 10 days in advance for all Product Suites, scope of maintenance activities may be refined to ensure adherence to published schedule. Customers can subscribe to product specific email notifications on the status page status.granicus.com

Notifications for Granicus Products of any system-wide outages will be posted to status.granicus.com and will occur within one (1) hour from the time the issues are first recognized by Granicus.

Reports of Unscheduled Downtime will be provided upon request up to once per calendar quarter.

Term	Definition
Availability	ability of a user to access the Granicus Product via the internet. Granicus uses industry-standard third-party monitoring to measure Availability through URL monitoring (HTTP)
Available Hours of Operation	twenty-four hours a day, seven days per week, minus Scheduled Downtime
Maintenance	updates, upgrades, bug fixes, and patches to the Granicus Products. Maintenance times vary by Product. An up-to-date maintenance schedule can be found at status.granicus.com .
Scheduled Downtime	is the period when the Granicus Product may be inaccessible to permit Granicus to perform Maintenance services
Service Disruption	is the downtime arising from causes beyond the reasonable direct control of Granicus, such as events caused by Client's action or inaction, force majeure, interruption or failure of digital transmission links or telecommunications, certificate expirations, hostile network attacks, issues arising with customer Domain Name Systems (DNS), or Client Web Application Firewall (WAF).
Unscheduled Downtime	is any time after the first five minutes of downtime where the Granicus Product is not Available in any way.

OUTAGE CREDIT

Any credit provided within this Technical Support and Availability document will be referred to as an **Outage Credit**. The Outage Credit shall be applied as credit to the customer's following renewal term for the customer's affected Granicus Product and will be added to the end of the then-current period of performance and shall be provided upon the customer's request.

Outage Credit is available solely to the extent Unscheduled Downtime created unavailability of the entire Granicus product. Unscheduled Downtime **does not include** Service Disruption. In no event shall any credit for a calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether Unscheduled Downtime has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

Site Outage per Quarter (Unless Otherwise Specified Below)	Amount of Outage Credit (Unless Otherwise Specified Below)
>99.9%	No Outage Credit
99.8-98.0%	1 day credit
97.9-97.0%	3 days credit
96.9% or less	7 days credit