

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GRANICUS, LLC
(hereinafter referred to as “Granicus”),
whose principal place of business is
408 Saint Peter St Suite 600, St Paul, Minnesota 55102.

WHEREAS, the SBBC is in need of a meeting agenda management software system and has selected Granicus to provide such system; and

WHEREAS, Granicus is willing to provide such meeting agenda management software system the SBBC; and

WHEREAS, Rule 6A-1.012, 11(b), and 14, Florida Administrative Code and School Board Policy 3320, Section II.H, authorizes the purchase of any type of copyrighted materials, instructional materials and computer software without competitive solicitations.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2020 and shall conclude on June 30, 2023. The term of the Agreement may, by mutual agreement between SBBC and Granicus, be extended for two (2) additional one-year periods.

2.02 **Granicus Scope of Work.** Granicus shall provide products in the form of Granicus' hosted software subscription (Software-as-a-Service or SaaS) as described below, professional services to implement such SaaS, hardware to facilitate live streaming of meetings, streaming services and unlimited archive storage of data including video.

(a) Granicus hereby grants SBBC worldwide, revocable, non-exclusive, non-transferrable right to use Granicus' products and services to the extent described below solely for SBBC's internal use.

(b) **Granicus Products and Services.** Granicus shall implement the software and hardware solution described below and import all SBBC's historical agenda data.

- 1) **Peak Agenda Management.** Peak Agenda Management is a SaaS solution that enables SBBC to simplify the agenda management and minutes recording process. Peak Agenda Management allows SBBC to streamline the way it compiles and produces agendas and records minutes for public meetings and includes:
 - i. Unlimited user accounts
 - ii. Unlimited meeting bodies and meeting types
 - iii. Access to one platform site
 - iv. Access to one Peak Agenda Management site
 - v. Design services for one (1) public view page portal
 - vi. Design services for one (1) Agenda report template
 - vii. Design services for one (1) Cover Page report template
- 2) **Government Transparency Suite.** Government Transparency are the live-in-meeting functions, streaming of an event, pushing of documents, indexing of events, creation of minutes.
- 3) **Meeting Efficiency Suite.** Meeting Efficiency is a hybrid SaaS and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes. By leveraging this solution, SBBC will be able to streamline meeting data capture and minutes production including recording roll calls, motions, votes, notes and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word or HTML, and publish online with the click of a button. Meeting Efficiency includes:
 - i. Unlimited user accounts
 - ii. Unlimited meeting bodies
 - iii. Unlimited storage of minutes documents
 - iv. Access to one platform site
 - v. Access to the LiveManager software application for recording information during meetings
 - vi. Access to the Word add-in software component for minutes formatting
 - vii. One (1) Microsoft Word or HTML minutes template

- 4) 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 view page.
 - i. Unlimited meeting content storage and distribution
 - ii. Archived video editing and indexing
 - iii. Internal and public-facing web portal
 - iv. Live and on-demand streaming

- 5) Encoding Appliance Hardware. AMAX Encoder with Osprey SDI card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.

- 6) Encoding Application Software. Granicus' Encoding Appliance Software includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded and minutes created.

- 7) Services as listed in the Fees table below in section 2.03(b).

(c) Project Milestones and Responsibilities.

1) Project Schedule

| Milestone | Phase | Scheduled Completion |
|-----------|---------------------------------|---|
| 1 | Project Start-up | 2 weeks from Agreement execution |
| 2 | Configuration and Deployment | 4-8 week from Project Start-up |
| 3 | Deployment Complete and Testing | 2 weeks from Configuration and Deployment |
| 4 | Training | 1 week from Deployment Complete and Testing |
| 5 | Project Wrap-up | 2 weeks from Training |

- 2) Project Milestone one (1): Project Start up
 - i. Granicus Responsibilities:
 1. Assign Project Manager to create project plan
 2. Assign Business Analyst to clearly document configurable elements of Granicus and the requirements of SBBC.

 - ii. SBBC Responsibilities: collaborate with Granicus to develop a comprehensive project plan.

 - iii. Granicus Deliverables:
 1. Regularly scheduled calls
 2. Resource plan
 3. Training plan

4. Overview of OCM plan including the training to be provided to SBBC
- iv. Completion Criteria: This project milestone will be considered complete when SBBC and Granicus are in agreement on final Resource and training plan.
- 3) Project Milestone two (2): Configuration and Deployment
 - i. Granicus Responsibilities:
 1. Setup and Configuration of:
 - a. Peak Agenda
 - b. Open Platform
 - c. Government Transparency
 - d. Encoding Appliance Hardware & Software
 - e. Meetings Server
 2. Provision SBBC logins
 - a. Configuration of Granicus to SBBC SAML 2.0 requirements
 3. Data Migration
 - a. Data to be migrated includes Agendas or Agenda Packets (PDFs), Minutes (PDFs), and Videos (MP4s)
 - ii. SBBC Responsibilities: Within 10 (ten) business days of the Agreement start date, SBBC will provide Granicus the SBBC user provisioning.
 - iii. Granicus Deliverables:
 1. Regularly scheduled calls
 2. Resource plan
 3. Agenda meeting template setup
 4. Agenda package and print setup
 5. Custom fields setup
 6. External hardware and software setup
 7. External hardware and software configuration for use with Granicus
 - iv. Completion Criteria: This project milestone will be considered complete when the system is in an operable and configured state to:
 1. Add/Import users
 2. Create/modify/delete/archive an agenda
 3. Create/modify/delete agenda items
 4. Add attachments to agenda items
 5. Create agenda workflows
 6. Connect via LDAP configuration
- 4) Project Milestone three (3): Deployment Complete and Testing
 - i. Granicus Responsibilities:
 1. Peak Agenda/Meeting Efficiency
 - a. Confirm items and agendas can be created and posted

- b. Confirm Minutes can be created and posted
 - 2. Open Platform/Government Transparency
 - a. Stream is of acceptable quality and in-progress showing
 - b. Confirm system archives as expected and is available to view
- ii. SBBC Responsibilities:
 - 1. Participate in system testing to minimize/eliminate system defects
 - 2. Perform quality assurance to ensure conformity to scope and design needs
 - 3. Participate in and feedback/review sessions
- iii. Granicus Deliverables:
 - 1. Operable system with SBBC design and performance capabilities
 - 2. Migration of existing agenda items to the Granicus system
- iv. Completion Criteria: This project milestone will be considered complete when the system is an operable state and system users can successfully:
 - 1. Create/modify/delete/archive an agenda
 - 2. Create/modify/delete agenda items
 - 3. Add attachments to agenda items
 - 4. Create agenda workflows create/modify
 - 5. "Move" an agenda item through the system for review and approvals
 - 6. Publish and unpublish an agenda for public viewing
 - 7. Display a published agenda via multiple web browsers
 - 8. Integrate and index videos with agendas and agenda items
 - 9. Create/modify agenda meeting minutes
 - 10. Create an agenda package
 - 11. Send system notifications via Microsoft Outlook for items in the workflow
 - 12. Search capabilities across all migrated SBBC agendas, items, and documents

5) Project Milestone four (4): Training

- i. Granicus Responsibilities:
 - 1. Granicus will conduct training for up to fourteen (14) SBBC staff to cover essential concepts and standard navigation to conduct train-the-trainer.
 - 2. Granicus will conduct three (3) two (2) hour training sessions on Open Platform and Government Transparency for up to six (6) attendees.
 - a. Pre and during meeting steps
 - b. Post meeting steps
 - c. Review / iLegislate
 - 3. PEAK Training
 - 4. Provide written documentation or instructions for online help tools specific to Granicus software

- ii. SBBC Responsibilities:
 - 1. Identify the administrators and users who will attend the training sessions
 - 2. Participate in the train-the-trainer sessions

- iii. Deliverables:
 - 1. System Administrator level training
 - 2. End-user level training
 - 3. Documentation including instructor outline for subsequent administrative and end user training

6) Project Milestone five (5): Project Wrap-up

- i. Granicus Responsibilities:
 - 1. Confirm systems are operational and training is complete. Broward Schools should be live or prepared to go live approximately fifteen (15) weeks after contract execution.
 - 2. Introduce Broward schools to Support and the Client Success Teams.

- ii. SBBC Responsibilities:
 - 1. Participate in feedback/lessons learned sessions for process improvement
 - 2. Project acceptance Sign-off
 - 3. Final checklist review/approval

- iii. Granicus Deliverables:
 - 1.
 - 2. Final documentation
 - 3. Support agreement review
 - 4. Archival of project documentation

(d) Granicus Support. Ongoing support and maintenance services performed by Granicus related to their product as specified below. 24/7 Support related to Granicus product and services is included within the fees paid during the term. Granicus may update its support obligations under this Agreement, so long as the functionality purchased by SBBC is not materially diminished and at least forty-five (45) calendar days' notice is given to SBBC prior to any change.

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| Severity Level | Description | Examples | Initial Customer Response Time |
|----------------|---|--|---|
| Level 1 | Emergency. Incident represents a total outage; the product is unavailable or not accessible for use | <ul style="list-style-type: none"> govDelivery's admin.govdelivery.com is down or all sending is significantly delayed govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware govAccess website is unreachable by public users | Within one (1) hour of notification by the customer of occurrence |
| Level 2 | Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product | <ul style="list-style-type: none"> govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers Site operational but govMeetings modular functionality is non-operational govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code | Within four (4) hours of notification by the customer of occurrence |
| Level 3 | Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product | <ul style="list-style-type: none"> govDelivery system not connecting to social media, single customer app/feature help, or database requests govMeetings system files won't upload, or text not rendering govAccess website works but there are problems with presentation | Within one (1) business day of notification by the customer of occurrence |
| Level 4 | Low Impact. Incident that has a limited business impact and requests can be scheduled. | <ul style="list-style-type: none"> Programmatic change to back-end or front-end to improve efficiency Distribution of all patches and upgrades | Within three (3) business days of notification of customer of occurrence |

Resolution time will be based on the service or support request and regular follow-ups will be communicated with SBBC final resolution. Granicus shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

- 1) 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, Granicus products and services are provided “AS IS” and as available. Notwithstanding the foregoing, Granicus shall immediately correct any and all defects on all products and services.

- 2) Disclaimers. Except as provided in Warranties section 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 warranty that Granicus products and services will meet SBBC’s requirements or that the operation thereof will be uninterrupted or error free.

(e) SBBC’s Responsibilities.

- 1) Cooperative Purchasing. To the extent permitted by law and approved by SBBC and Granicus, the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use.
- 2) Data Sources. Data uploaded into Granicus products and services must be brought in from SBBC sources (interactions with end users and opt-in contact lists). SBBC cannot upload purchased contact information into Granicus products and services without Granicus’ written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use or disclose any personal information provided by SBBC for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- 3) Passwords. Passwords are not transferable to any third party. SBBC is responsible for keeping all passwords secure and all use of Granicus products and services accessed through SBBC’s passwords.
- 4) Content. SBBC can only use Granicus products and services to share content that is created by and owned by SBBC 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 subscription from Granicus. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to SBBC, can be removed by Granicus.
- 5) Disclaimers. Any text, data, graphics, or any other material displayed or published on SBBC’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 SBBC or any third party.

- 6) Advertising. Granicus products and services shall not be used to promote products or services available for sale through SBBC or any third party unless approved in writing, in advance, by Granicus.
- 7) Restrictions. SBBC shall not:
 - i. Misuse any of 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;
 - ii. 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;
 - iii. Use Granicus products and services in a manner in which system or network resources are unreasonably denied to other Granicus Clients;
 - iv. Use the services as a door or signpost to another server;
 - v. Access or use any portion of Granicus products and services, except as expressly allowed by this Agreement;
 - vi. Disassemble, decompose or otherwise reverse engineer all or any portion of Granicus products and services;
 - vii. Use Granicus products and services for any unlawful purposes;
 - viii. Export or allow access to Granicus products and services in violation of U.S. laws or regulations;
 - ix. Except as expressly permitted in this Agreement, subcontract, disclose, rent or lease Granicus product and services, or any portion thereof, for third party use; or
 - x. Modify, adapt or use the Granicus products and services to develop any software application intended for resale which uses Granicus products and services in whole or in part.
- 8) SBBC Feedback. SBBC assigns to Granicus any suggestion, enhancement, request recommendation, correction or other feedback provided by SBBC relating to the use of the Granicus products and services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 9) Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in Granicus products and services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to SBBC. The Granicus name, logo and product names associated with the

services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

10) Reference. Notwithstanding any other terms to the contrary contained herein, SBBC grants Granicus the right to use SBBC's name and logo in client lists and marketing materials.

2.03 **Fees.**

(a) **Annual Subscription Fees.**

| Subscriptions | Year 1 2020-21 | Year 2 2021-22 | Year 3 2022-23 |
|---|---------------------------|---------------------------|---------------------------|
| Meeting Efficiency Suite | \$0.00 | \$0.00 | \$0.00 |
| Government Transparency Suite | \$6,500.00 | \$6,727.50 | \$6,962.96 |
| Peak Agenda Management | \$8,400.00 | \$8,694.00 | \$8,998.29 |
| Open Platform Suite | \$0.00 | \$0.00 | \$0.00 |
| Granicus Encoding Appliance Software (GT) | \$1,200.00 | \$1,242.00 | \$1,285.47 |
| Annual Subscription Total | \$16,100.00 | \$16,663.50 | \$17,246.72 |

(b) **One-Time Fees.**

| Description of Services and Hardware | Quantity/Unit | Fee |
|--|----------------------|--------------------|
| Meetings Server (ME) - Setup & Configuration | 4 Hours | \$900 |
| Minutes Template (ME) - Setup & Configuration | 1 Each | \$0.00 |
| Minutes - Online Training | 6 Hours | \$1,350 |
| Granicus Encoding Appliance Hardware AMAX (GT) | 1 Each | \$3,500 |
| View Template (GT) - Setup & Configuration | 1 Hour | \$0.00 |
| Player Template (GT) - Setup & Configuration | 1 Hour | \$0.00 |
| Standard Agenda Template - Setup & Configuration | 1 Each | \$0.00 |
| Live Manager (GT) - Setup & Configuration | 1 Hour | \$0.00 |
| Granicus Video - Online Training | 6 Hours | \$0.00 |
| Government Transparency - Setup & Configuration | 1 Hour | \$0.00 |
| Peak Agenda Management Standard Agenda Report | 1 Each | \$0.00 |
| Peak Agenda Management Standard Minutes Report | 1 Each | \$0.00 |
| Peak Agenda Management Standard Cover Page Report | 1 Each | \$0.00 |
| Peak - Online Training | 8 Hours | \$0.00 |
| Peak - Setup & Configuration | 1 Hour | \$0.00 |
| Open Platform - Setup & Configuration | 1 Hour | \$0.00 |
| Granicus Encoding Appliance Hardware - Setup & Configuration | 1 Each | \$875.00 |
| US Shipping Charge C – Large Item | 1 Each | \$125.00 |
| Data Migration | 1 Each | \$8,000.00 |
| Total of One-Time Fees | | \$14,750.00 |

2.04 **Payment.**

(a) **Subscriptions.** Subsequent to SBBC's issuing a purchase order and Granicus submitting an appropriate invoice to SBBC for Annual Subscriptions Fees on the dates listed below, SBBC will pay Granicus net thirty (30) calendar days after issuance of same invoice the full Annual Subscription Fee:

- 1) Year one (1) on or about July 1, 2020
- 2) Year two (2) on or about July 1, 2021
- 3) Year three (3) on or about July 1, 2022.

(b) Subsequent to providing implementation and training services detailed in this Agreement, Granicus shall submit, to the school site, an appropriate invoice to be paid net thirty (30) calendar days after the issuance of same invoice.

2.05 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should Granicus come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **SBBC Disclosure of Employee Records.**

(a) **Purpose.** SBBC will provide the employee records listed in this section to Granicus, to define user roles and permissions within Granicus' systems and to facilitate SBBC's users the ability to login to Granicus' system via SBBC's single sign-on authentication utilizing Active Director Federation Services (ADFS).

(b) **Types.** SBBC will provide the following employee records to Granicus:

- 1) first and last name
- 2) SBBC email address

(c) Granicus shall not use the employee records listed in this section for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

(d) Granicus will have access to data and files entered into the Granicus system by SBBC employees and all historical (archive) content to perform support, maintenance and import of archive data.

2.07 **SBBC Disclosure of Security Records.** In order to conduct the scope of work covered by this Agreement, Granicus has requested access to various SBBC Board meeting agenda documents ("SBBC Records") including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SBBC or that depict the internal layout and structural elements of SBBC-owned or leased buildings. All of Granicus'

records and notes regarding the work performed under this Agreement shall be referred to herein as “Granicus’ Documents.”

(a) Types and Purposes. Board Agenda Meeting Data. Future and previous board meeting agenda data which may include pdf files, videos and possibly site maps or site-specific information.

(b) Granicus hereby acknowledges that some of SBBC Records and Granicus’ Documents are public records. Pursuant to Section 119.0701, Florida Statutes, Granicus shall keep and maintain all public records required to perform the services required under this Agreement. Granicus acknowledges that Granicus shall not release any exempt SBBC Security Records or any Granicus’ confidential Documents to anyone other than SBBC’s Superintendent of Schools or to the designee of said Superintendent, except as required or permitted by law.

(c) Granicus hereby acknowledges that some of SBBC Records and of Granicus’ Documents are confidential and exempt from public inspection under state law and Granicus acknowledges Granicus’ duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building ... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information, ... schematic diagrams ... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure." Pursuant to Section 119.0701, Florida Statutes, Granicus shall keep and maintain confidential and exempt all such information provided to them under applicable law. Granicus agrees not to release such information or to disclose their contents to anyone other than an employee of Granicus that requires access to such information in furtherance of their official duties under this Agreement, unless such information is required to be released by applicable law or order of a court of competent jurisdictions and unless SBBC is first notified by Granicus of the information’s intended release. Any failure by Granicus to maintain the confidential and exempt nature of such information shall constitute a material breach of this Agreement.

(d) Granicus shall immediately notify SBBC’s custodian of public records of any request received by Granicus from any third person for the inspection or copying of public records. Granicus shall not directly deliver any public records to any third person, but rather shall immediately provide SBBC’s custodian of public records with copies of any public records that have been requested by any third party. Granicus shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement’s term and following completion this Agreement if Granicus does not transfer the public records to SBBC. Upon completion of this Agreement, Granicus shall transfer, at no cost, to SBBC all public records in possession of Granicus required to perform the services under this Agreement. Upon Granicus’ transfer to SBBC of all public records upon completion of the services required under this Agreement, Granicus

shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Granicus keeps and maintains any public records upon completion of this Agreement with SBBC, Granicus shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF GRANICUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, GRANICUS SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

(e) Granicus agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

(f) Granicus certifies that it will not sell, retain, use or disclose any personal information provided by SBBC for any purpose other than the specific purpose of performing the services outlined within this Agreement.

2.08 **Granicus Confidentiality of Employee Records and Security Records.**
Notwithstanding any provision to the contrary within this Agreement, Granicus shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records and security records;

(b) hold the employee records and security records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records and security records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records and security records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and security records;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records and security records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

(f) prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

(g) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

2.09 **Confidential Information.**

(a) 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”). Except as specifically stated herein, Confidential Information shall include: 1) Granicus’ products and services, 2) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; 3) non-public information of the Disclosing Party if it is intended as confidential and/or proprietary before, during, or promptly after presentation or communication and 4) 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 which disclosed. Confidential information shall not include public records pursuant to Chapter 119, Florida Statutes.

(b) Subject to applicable law, 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: 1) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; 2) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; 3) not to use any Confidential Information for any purpose other than as stated above; 4) 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 5) 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.

(c) 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; (vi) is disclosed with the prior written approval of the Disclosing Party; or (vii) any and all public records pursuant to Chapter 119, Florida Statutes.

(d) 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.

2.10 **Inspection of Granicus' Records by SBBC.** Granicus shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Granicus' applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of Granicus directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to Granicus' records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Granicus pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide Granicus reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to Granicus' facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by Granicus to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any Granicus' claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by Granicus in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Granicus. If the audit discloses billings or charges to which Granicus is not contractually entitled, Granicus shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) **Inspection of Subcontractor's Records.** If applicable, Granicus shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Granicus to include such requirements in any subcontract shall constitute grounds for termination of this Agreement

by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to Granicus pursuant to this Agreement and such excluded costs shall become the liability of Granicus.

(g) **Inspector General Audits.** Granicus shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.11 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief of Staff
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To Granicus: Attention: Contracts
408 St. Peter Street, Suite 600
St. Paul, MN 55102

2.12 **Background Screening.** Granicus shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Granicus or its personnel providing any services under the conditions described in the previous sentence. Granicus shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Granicus and its personnel. The parties agree that the failure of Granicus to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Granicus agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Granicus' failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.13 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Granicus shall keep and maintain public records

required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Granicus shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Granicus shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Granicus does not transfer the public records to SBBC. Upon completion of the Agreement, Granicus shall transfer, at no cost, to SBBC all public records in possession of Granicus or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Granicus transfers all public records to SBBC upon completion of the Agreement, Granicus shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Granicus keeps and maintains public records upon completion of the Agreement, Granicus shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.14 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By Granicus: Granicus agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Granicus, its agents, servants or employees; the equipment of Granicus, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Granicus or the negligence of Granicus' agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage

to property including SBBC's property, and injury or death of any person whether employed by Granicus, SBBC or otherwise.

(c) Notwithstanding the foregoing, in no event shall either Party's liability to the other under this Agreement for damages exceed \$300,000.

(d) **Defense.** With regard to any claim subject to indemnification pursuant to this Section: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the claim; (b) the indemnifying Party shall promptly assume sole defense and control of such claim upon becoming aware thereof; and (c) 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.

2.15 **Insurance Requirements.** Granicus shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** Granicus shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Technical Errors & Omissions.** Granicus shall maintain Technical Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Granicus shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) **Verification of Coverage.** Proof of the required insurance must be furnished by Granicus to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Granicus to remedy any deficiencies. Granicus must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(f) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) **Cancellation of Insurance.** Granicus is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.16 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.17 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under

this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by either Party during the term hereof upon thirty (30) calendar days advance written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such

property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

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

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC. Notwithstanding the foregoing, Granicus may assign its rights under this Agreement, in full, without SBBC's prior written consent, in the event of any successor or assign that has acquired all, or substantially all, of Granicus' business by means of a merger, acquisition, stock purchase, asset purchase, or otherwise.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent

jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, pandemics, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

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FOR GRANICUS:

Pursuant to Section 92.525, Florida Statutes, and under penalties of perjury, I declare that I have read the foregoing and that the facts stated herein are true.

(Corporate Seal)

ATTEST:

GRANICUS, LLC

_____, Secretary

By _____
Signature

-or-

Printed Name: _____

Title: _____

Witness

Witness

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