

TERMINATION AND MUTUAL RELEASE AGREEMENT

This Termination and Mutual Release Agreement ("Agreement") is entered into by and between the City of Columbia Heights, a Minnesota municipal corporation ("City"), and Granicus, LLC, a Minnesota Limited Liability ("Company"). City and Company may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Purchase Order dated 12/18/2023 with reference to Quote #Q-319658, and associated Subscription and Services Agreement (collectively, the "Underlying Agreements");

WHEREAS, City has expressed concerns regarding Company's performance and service under the Underlying Agreements, and the Parties desire to terminate the Underlying Agreements and resolve all matters between them; and

WHEREAS, the Parties wish to avoid the cost, delay, and uncertainty of disputes by memorializing their termination and mutual release on the terms set forth below.

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

1. Termination of Underlying Agreements

1.1 Termination. Effective as of the Effective Date, the Underlying Agreements are terminated in their entirety and of no further force or effect, except as expressly provided in Section 7 (Survival) below.

1.2 Cessation of Services. Company shall cease all services and work under the Underlying Agreements as of the Effective Date, except to the extent City requests limited transition assistance pursuant to Section 2.

2. Transition, Return of Property, and Data

2.1 Data Export and Deletion. City may export any or all City data stored in Company's products within 30 days after the Effective Date. Company shall permanently delete or destroy all City data and confidential information in its possession (including backups), subject to obligations under Minnesota Statutes Chapter 13 (Government Data Practices Act) and any legal retention requirements, and shall provide City with a deletion certificate.

3. Final Accounting and Payment

3.2 Payment. City shall pay to Company \$32,457.92 for invoice #194294 within 10 days of the Effective Date.

3.3 No Early Termination Fee. The Parties acknowledge and agree that no early termination fee, liquidated damages, or similar charges are owed by City as a result of this termination.

4. Mutual Release

4.1 Release by City. City, on behalf of itself and its officers, employees, departments, boards, commissions, and agents, releases and forever discharges Company and its parents, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns from any and all claims, demands, liabilities, causes of action, damages, costs, and expenses of any kind, whether known or unknown, suspected or unsuspected, arising out of or related to the Underlying Agreements and any performance thereunder, through and including the Effective Date, subject to Section 5 (Carve-Outs).

4.2 Release by Company. Company, on behalf of itself and its parents, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns, releases and forever discharges City and its officers, employees, departments, boards, commissions, agents, successors, and assigns from any and all claims, demands, liabilities, causes of action, damages, costs, and expenses of any kind, whether known or unknown, suspected or unsuspected, arising out of or related to the Underlying Agreements and any performance thereunder, through and including the Effective Date, subject to Section 5 (Carve-Outs).

5. Carve-Outs (Claims Not Released)

Notwithstanding Section 4, the mutual releases do not waive, release, or limit: (a) Payment/Refund Obligations expressly set forth in Section 3; (b) Indemnification obligations, if any, for third-party claims arising from pre-Effective Date conduct to the extent such obligations expressly survive in the Underlying Agreements or are reaffirmed in Section 7; (c) Claims for fraud, willful misconduct, or gross negligence; (d) Latent defects in deliverables, materials, or work product provided by Company and discovered after the Effective Date; (e) Intellectual property ownership and license rights in City's data, pre-existing materials, and deliverables; and (f) Compliance and audit rights required by law (including records retention, audit, and public records obligations) and non-waivable statutory rights of City.

6. No Admission

6.1 No Admission. This Agreement is a compromise of disputed matters. Neither Party admits fault, liability, or the validity of any claim.

7. Confidentiality, Open Records, and Public Statements

7.1 Confidentiality. Each Party shall keep the terms of this Agreement confidential, except (a) disclosures to legal, financial, and insurance advisors; (b) disclosures required by law or court order; and (c) disclosures necessary to implement this Agreement.

7.2 Minnesota Government Data Practices Act. The Parties acknowledge City's obligations under the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and agree that this Agreement and related records may be subject to disclosure; nothing herein limits City's compliance with applicable public records, open meeting, or retention laws.

7.3 Minnesota Open Meeting Law. To the extent approval by the City Council or other public body is required, such approval shall comply with the Minnesota Open Meeting Law, Minn. Stat. ch. 13D.

8. Representations and Warranties

8.1 Authority. Each Party represents and warrants it has full power and authority to enter into and perform this Agreement, that the person signing is duly authorized, and that no further consents are required except as stated in Section 8.2.

8.2 Government Approvals (as applicable). This Agreement is contingent upon approval by City Council if required by law or City policy.

8.3 No Assignment of Claims. Each Party represents that it has not assigned or transferred any claim released herein.

9. Dispute Resolution; Governing Law; Immunities

9.1 Informal Resolution. The Parties shall confer in good faith to resolve any dispute arising under this Agreement prior to initiating litigation.

9.2 Venue and Governing Law. This Agreement is governed by the laws of the State of Minnesota, without regard to conflicts of law principles. Venue lies exclusively in the state courts located in Anoka County, Minnesota, and, if permitted, federal courts for the District of Minnesota.

9.3 Sovereign/Governmental Immunity; Liability Limits. Nothing herein waives City's sovereign or governmental immunity, defenses, limitations of liability, damage caps, or other protections available under law, including Minn. Stat. ch. 466 (Tort Liability; Political Subdivisions).

10. Miscellaneous

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior discussions and understandings, except as expressly stated to survive.

10.2 Amendments; Waivers. Any amendment or waiver must be in a writing signed by authorized representatives of both Parties.

10.3 Severability. If any provision is held invalid, the remainder shall continue in full force, and the invalid provision shall be replaced with a valid provision that most closely reflects the Parties' intent.

10.4 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original and together constitute one instrument.

10.5 Notices. All notices shall be in writing and delivered by personal delivery, certified mail, or nationally recognized courier to the addresses below (or such other address designated by notice):

- City: Aaron Chirpich, City Manager, 3989 Central Ave NE, Columbia Heights, MN 55421, Email: AChirpich@columbiaheightsmn.com.

- Company: Kelly Oliver, Vice President of Legal, 1152 15th St. NW, Suite 800, Washington, D.C. 20005, Email: contracts@granicus.com

11. Effective Date

This Agreement shall become effective on the later of (a) the date on which both Parties have executed this Agreement, or (b) the date on which all required approvals by the City Council have been obtained. This date shall be the "Effective Date" as used herein.

IN WITNESS WHEREOF

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

CITY OF COLUMBIA HEIGHTS

By: _____

Name: _____

Title: _____

Date: _____

GRANICUS, LLC

By: _____

Name: _____

Title: _____

Date: _____