

**CONTRACT
FOR SERVICES UNDER \$50,000**

***ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF
CITY ATTORNEY APPROVAL.***

This Contract for software licensing service is entered into by and between Granicus, LLC (herein referred to as “Contractor”), and the City of Columbus, City Clerk (herein referred to as “City”).

WITNESSETH

WHEREAS, the City has a need for software licensing services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from when the contract is fully executed and ends on January 31, 2027. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$98,373.25 unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor’s invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. **Equal Opportunity Clause**

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. **Taxes**

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. **City's Contract Administrator/Contract Administration**

Kirsten Kinder, Fiscal & Grants Administrator, will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

Kirsten Kinder
Fiscal & Grants Administrator
Columbus City Council
90 W. Broad St., Ste. 313
Columbus, OH 43215
614-645-2874
kakinder@columbus.gov

Granicus, LLC
Attn: Contracts
408 Saint Peter St., Ste. 600
Saint Paul, MN 55102
800-314-0147
contracts@granicus.com

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing ninety (90) calendar days written notice to the Contractor prior to the effective date

of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from third party claims for any or all injuries to persons or damage to property arising from willful misconduct or negligent acts of Contractor, its officers, employees, agents, or Subcontractors, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. The City will not indemnify the contractor and is prohibited from doing so.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City, except that Contractor party may assign this Contract in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such assets or voting securities. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. Insurance

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person \$500,000
Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$500,000
All Accidents \$1,000,000

20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code (“O.R.C.”) Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

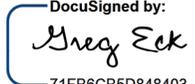
ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

 01/28/2026

Toya Johnson, City Clerk Date
Columbus City Council

CONTRACTOR

DocuSigned by:
 1/23/2026
71EB6CB5D848403

Signature Date

Greg Eck

Printed Name

Senior Manager, Contracts

Title

Federal ID Number: 41-1941088

Please list remit address below:
1152 15th Street NW, Suite 800

Washington, DC 20005

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an Officer or Member of the Company.)

STATE OF: MINNESOTA

COUNTY OF: CARVER

Kimberly Rosenberger, being duly sworn, deposes and says that he/she is Sr. Contracts
Manager of Granicus, LLC, a Corporation, LLC, or LLP organized and existing under and by
(Title) (Company Name)

virtue of the laws of the State of Minnesota, and having its principal office at

1152 15th Street NW, Suite 800, Washington, DC 20005
City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

Granicus, LLC
(Company Name)

Affiant further says that Greg Eck is Senior Manager, Contracts
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for: Granicus, LLC

For said Company by virtue of the Authorized Signatories for Granicus Contracts
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

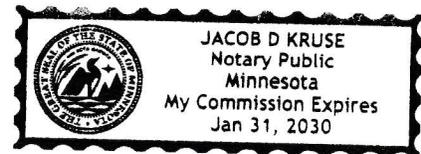
Kimberly Rosenberger
Signature of Affiant**

**** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.****

Sworn to before me and subscribed in my presence this 23rd day of January 2026

[Signature]
Notary Public

My Commission Expires: 01-31-2030



Amendment to the Contract
Superseding Contract Boilerplate

Save Harmless/Indemnification

a. Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from third party claims for any or all injuries to persons or damage to property arising from intentional, willful misconduct or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. The City will not indemnify the contractor and is prohibited from doing so.

b. Intellectual Property. Contractor 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 Contractor 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 Contractor 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, Contractor will, in its discretion: (i) replace the affected Contractor Products and services; (ii) modify the affected Contractor 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, Contractor 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 direction or control or using logins or passwords assigned to City); (ii) a modification made by Contractor pursuant to City's required instructions or specifications or in reliance on materials or information provided by City; or (iii) City's use (or use by anyone under City's direction or control or using logins or passwords assigned to City) of any Contractor Products and services other than in accordance with this Agreement. This Section sets forth City's sole and exclusive remedy, and Contractor's entire liability, for any Claim that the Contractor Products and services or any other materials provided by Contractor violate or infringe upon the rights of any third party.

With regard to any Claim subject to indemnification pursuant to this Section: (i) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (ii) the indemnifying Party shall promptly 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.

This section sets forth City's sole and exclusive remedy, and Contractor's entire liability, for any Claim that the Products, Deliverables or any other materials provided by Contractor violate or infringe upon the rights of any third party.

Amendment to the Contract
Superseding Contract Boilerplate

Limitation of Liability

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

b) IN NO EVENT, EXCEPT FOR CITY'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION B ABOVE (INTELLECTUAL PROPERTY), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CITY TO CONTRACTOR IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CITY HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF CONTRACTOR TO CITY FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000).

Licensing/Permitted Use

a) Intellectual Property Ownership. Contractor and its licensors own all IP Rights in the products. Contractor Products ("Products") shall mean the online or cloud subscription services, on premise software, and embedded software licensed to City, and hardware components purchased by City under this Agreement. City and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by the Contractor or its licensors.

b) License to Products. Contractor hereby grants City a non-exclusive, non-transferable license to access and use the Products identified in the Order during the term set forth therein. In addition to the terms of this contract and the order, Product-specific license terms applicable to certain of the Products can be found at granicus.com/legal/licensing and are hereby incorporated into this contract by reference. Contractor reserves all right, title and interest in and to all Contractor Products, including all rights not expressly granted to City under this contract.

c) Third Party Contractors. City may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of City, so long as: (i) such contractor agrees to comply with this contract as if it were City; (ii) City remains responsible for each contractor's compliance with this contract and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate

Amendment to the Contract
Superseding Contract Boilerplate

immediately upon conclusion of the services rendered to City that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Contractor information in its possession. City will certify compliance with this section in writing upon Contractor's request.

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

e) Content. Content means text, data, graphics, personal information or any other material: (i) displayed or published on City's website; (ii) provided by City to Contractor to perform services; or (iii) uploaded into Contractor Products for use by City or end users of the Contractor Products. City shall use Contractor Products to share Content that is created by or owned by City and/or Content for affiliated organizations provided that use by City for affiliated organizations is in support only, and not as a primary communication vehicle for other organizations that do not have a separate license to a Contractor Product. Contractor is not responsible for any Content used, uploaded or migrated by City or any third party except to the extent Contractor is responsible for protecting such content in accordance with Contractor's security obligations hereunder.

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

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

h) Restrictions. City shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Use the Products as a door or signpost to another server;

(iii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this contract or an order or SOW;

(v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or

Amendment to the Contract
Superseding Contract Boilerplate

violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

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

Warranty

Contractor warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Contractor Products and services; however, the Contractor 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. CONTRACTOR DOES NOT WARRANT THAT CONTRACTOR PRODUCTS AND SERVICES WILL MEET CITY’S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

Confidentiality

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 required disclosures under applicable law, specifically Ohio Revised Code Chapter 149, 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 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

Amendment to the Contract
Superseding Contract Boilerplate

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. City understands and agrees that it may not always be possible to completely remove or delete all Confidential Information from Contractor's databases without some residual data.

If a third party makes a request under the Law for any document that includes information designated as "proprietary" by the Contractor, the City will release the proposal and associated documents with the information designated as proprietary redacted, and the City will notify the Contractor of the request. It will be the responsibility of the Contractor, not the City, to defend the designation of any information as proprietary, including initiation of any court proceedings necessary to prevent disclosure as a public record. The Contractor shall indemnify the City against all costs, expenses, and damages, including without limitation attorneys' fees incurred by reason of that dispute.

Accessibility Requirements

All websites, applications, software, content, and electronic documents, including mobile applications, text, images, audio, videos, controls, animations, links, and documents (including PDF, word processing, presentation, and spreadsheet files), created, provided, or made available by Contractor under this Agreement (collectively, the "Digital Deliverables"), must conform to WCAG 2.1 Level AA.

Throughout the Term, Contractor must:

- (a) subject to subsection (b) below, ensure that no changes to any Digital Deliverables will have any adverse effect on conformance to WCAG 2.1 Level AA;
- (b) comply with plans and timelines approved in writing by the City, to remediate issues and restore conformance with WCAG 2.1 Level AA; and
- (c) promptly respond to and resolve, in a manner acceptable to the City, any accessibility-related complaint received by the City regarding any Digital Deliverable.

Upon request by the City, Contractor must submit documentation demonstrating accessibility conformance by providing a completed Voluntary Product Accessibility Template (VPAT®) and/or a description of the evaluation methods used to support WCAG 2.1 Level AA conformance claims.



EXHIBIT A

THIS IS NOT AN INVOICE

Order Form
Prepared for
Columbus OH

Granicus Proposal for Columbus OH

ORDER DETAILS

Prepared By: Tony Bullock
Phone:
Email: antonio.bullock@granicus.com
Order #: Q-515478
Prepared On: 16 Jan 2026
Expires On: 31 Jan 2026

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: 01 Feb 2026 - 31 Jan 2027



PRICING SUMMARY

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

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Legistar	0 Each	\$42,111.36
SUBTOTAL:		\$42,111.36

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Legistar - Setup & Config (existing client)	Up Front	1 Each	\$0.00
Granicus Operations Cloud - Governance (Legislative) - Setup, Configuration, and Training	Up Front	1 Each	\$38,550.75
Legistar - Training (existing client)	Up Front	1 Each	\$0.00
SUBTOTAL:			\$38,550.75

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Granicus Operations Cloud - Governance (Legislative)	Annual	1 Each	\$59,822.50
SUBTOTAL:			\$59,822.50

CREDITS AVAILABLE

The number of Credits acquired due to the above purchase items:

Available Service Credits	
Total Services Catalog Credits:	125



Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Open Platform Suite	Annual	1 Each	\$0.00
Outside-of-Scope Line Item - Monthly	Annual	1 Each	\$0.00
SUBTOTAL:			\$0.00



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
Granicus Operations Cloud - Governance (Legislative)	<p>The annual subscription is an outcome-focused solution combining integrated technology, data insights, and experience services to drive operational efficiencies.</p> <ul style="list-style-type: none"> • Strategic Capabilities <ul style="list-style-type: none"> · Designated Experience Partner · Extended LMS Training On-demand · Access to Services Catalog · Biannual CX Program Brief to Review Insights & Recommendations · Online Help Articles and Access to govCommunity • Data Insights <ul style="list-style-type: none"> · Community Satisfaction and Performance Monitoring · Government Effectiveness Score · Digital Experience Score · Quality of Life Surveys · In-app Reporting and Dashboards • Connected Technology <ul style="list-style-type: none"> · Agenda and Meeting Management · Compile and produce agendas and record minutes for public meetings including unlimited users, meeting bodies and meeting types • Public Portal • Elected Official Application <ul style="list-style-type: none"> · View and annotate meeting materials in a browser-based application · Request to speak and voting capabilities (additional fees may apply) • Community Engagement <ul style="list-style-type: none"> · Collect and manage citizen input on agenda items with direct comment on items or sign up to speak before a scheduled meeting • Outbound Communications <ul style="list-style-type: none"> · Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with up to 5,000 contacts. • Forms and Workflows (up to 15) <ul style="list-style-type: none"> · Capabilities include: (1) Drag and drop form builder, (2) display logic,



Solution	Description
	<p>calculations, and payments, (3) insights dashboard and form analytics, (4) unlimited responses and ability 'to save and return', (5) data connections and API access, and (6) up to 10GB file uploads and 1,000 web API calls per hour</p> <ul style="list-style-type: none"> • Ongoing security updates • Ongoing product updates and enhancements • Product accessibility maintained perpetually • 99.9% up-time guarantee • Technical Support Reporting (quarterly) • Live Escalation & Care Process
Legistar - Setup & Config (existing client)	This is an abbreviated Legistar configuration process designed to assist existing clients change or modify their current Legistar configuration. This includes up to 4 configuration calls and a guided system tour at the end.
Granicus Operations Cloud - Governance (Legislative) - Setup, Configuration, and Training	<p>The Governance (Legislative) edition of Operations Cloud leverages a blend of strategic capabilities, data insights, and technology built for government to deliver an experience aimed at enhancing user engagement and boosting operational efficiency.</p> <p>This solution includes:</p> <ul style="list-style-type: none"> • Stakeholder Kickoff and Project Alignment • Program Management - Weekly / bi-weekly communication • Up to three (3) Email message templates • Development/Implementation/component configuration, including: <ul style="list-style-type: none"> o Agenda and Meeting Management o Public Portal o Elected Official Application o Community Engagement o Email and SMS communications o Forms and Workflows • Remote Training – Specific training agenda is flexible and includes up to 20 hours total delivered and up to 3-hour sessions across non-consecutive sessions
Legistar - Training (existing client)	This is abbreviated Legistar training designed to train clients on modifications to their existing Legistar configuration. This includes up to 12 hours of instructor lead online training for up to 14 participants.
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.
Outside-of-Scope Line Item - Monthly	Out-of-Scope monthly services.



Order Form
Columbus OH



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-515478 dated 16 Jan 2026 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 Columbus OH 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.



BILLING INFORMATION

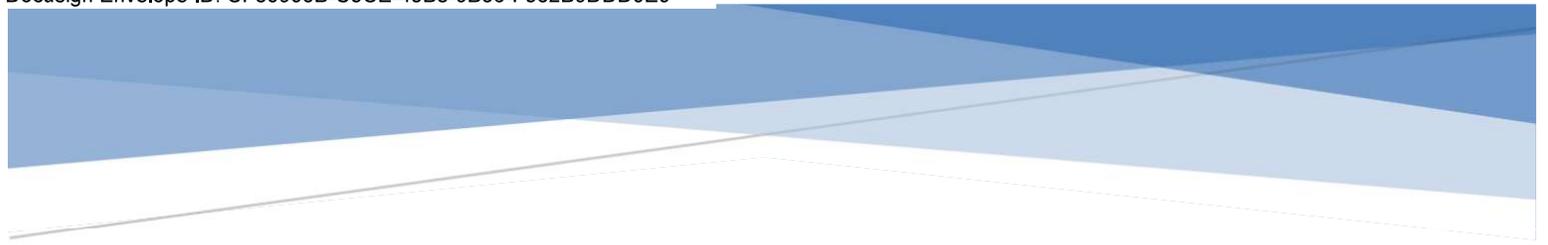
Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-515478 dated 16 Jan 2026 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.

Columbus OH	
Signature:	
Name:	
Title:	
Date:	



Statement of Work

Operations Cloud Governance – LE & Legistar Optimization

Granicus
August 2025

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Statement of Work (SOW)

Operations Cloud Governance LE Edition including Legistar Optimization

1. Introduction

Operations Cloud brings together connected technology, Experience Services and Data-Driven Insights enabling the City of Columbus to better serve your community. Led by a dedicated Experience Partner, Operations Cloud is designed to optimize and streamline critical government operations with on-going services that proactively keep your technology up to date for staff.

Experience Services

All solutions powered by Government Operations Cloud include ongoing Experience Services, providing your agency with a proactive, long-term strategic partner in the design, optimization, and continuous delivery of exceptional, human-centered citizen experiences.

Experience Partner

A dedicated point of contact for your project and beyond your Experience Partner ensures personalized support, enhanced collaboration, and alignment with organizational goals to maximize the value and impact of Granicus solutions. Your Experience Partner will meet with you bi-annually to preview the program.

Service Catalog

Catalog and to activate services specific to your goals and opportunity areas. The Services Catalog provides two tailored options designed to meet your needs:

- **Learning Library Access** - our OnDemand services, which you and your team can complete at your own pace and schedule.
- **Expert Led Services** - Engage with Granicus experts through live, interactive sessions, including in-person workshops, facilitated trainings, and best practice sessions.

Escalated Support

- Direct routing to Level 2 technical support
- 24/7 coverage for critical issues
- Executive Escalation and Customer Care
- 15-minute response for any in-meeting Video issues

Data Insights

If Columbus moves forward with GXI-F, Data insights will include the following:

- Analytics, benchmarking and Insights in real-time, context sensitive surveys across stakeholders to get data on where we are most effective and where we should focus on improvement. Focusing on ROI, your Experience Partner will conduct pre-and-post deployment surveys across stakeholders to get data on where we are most effective and where we should focus on improvement.
- Additionally, we will gather citizen perception with dynamic, contextually relevant question sets. This allows you to confirm citizen satisfaction and transparency while promoting digital incentives by the Clerk's office.

Otherwise, Data Insights will be comprised of review of use of the system and bi-annual strategic reviews/planning.

Connected Technology

- Agenda & Mtg Management LE (Legistar)
- InSite Public Portal
- Ecomment/Request to Speak
- Legislate
- 15 Digital forms w/workflow dedicated for Clerk services
- Send Agenda - Communications to Subscribers on InSite

2. Project Overview

This project aims to optimize the use of the Legistar platform to improve legislative workflow efficiency, transparency, and user experience. The optimization will focus on configuration, process alignment, training, public portal and reporting enhancements. Additionally, we will turn on new Operations Cloud tech for eComment/Request to Speak, 15 digital forms, turn on Send Agenda and ensure Legislate is available for all council members, internal executives and department heads.

3. Objectives

- Streamline legislative processes within Legistar.
- Implement additional tech
- Strategic partnership with Granicus through a dedicated Experience Partner
- Improve usability for internal and external stakeholders.
- Enhance reporting and data visibility.
- Ensure alignment with organizational goals and compliance requirements.

4. Scope of Work

3.1 Assessment Phase

- Conduct stakeholder interviews and workflow analysis.
- Review current Legistar configuration and usage.
- Identify pain points, inefficiencies, and gaps.
- Sync Legistar Training database

3.2 Optimization Process

- Conduct 5 – 2 hour configuration calls with the client team
- Conduct 1 – 2 hour workflow review with the client team
- Granicus consultants make recommendations, enhancements to templates, workflows, and user roles.
- Reconfigure Legistar settings based on approved recommendations.
- Update templates, workflows, and user permissions.

3.3 Clerk Forms

- Granicus consultants review forms that the Clerk's Office.
- Conduct project meeting with Clerk team.
- Granicus implementation creates/trains Clerk's Office on forms.
- Granicus integrates forms on the Columbus website.

3.4 Training & Documentation

- 16 hours of on-line training
- Provide tailored training sessions for staff.
- Develop user guides and quick reference materials.
- Offer post-implementation support for 30 days.

3.5 Report Enhancements

- Review current Staff Report, Agenda and Minutes.
- Submit any changes to Granicus Design

4. Deliverables

- 5 configuration calls
- 1 Workflow Review call
- Updated Legistar Configuration
- EComment/Request to Speak
- 15 Clerk forms & workflow
- Legislate
- Biannual meetings with dedicated Experience Partner
- Data Insights
- Training Materials and on-line Training Sessions
- Updated Custom Reports (Staff Report, Agenda and Minutes)
- Final Project Summary and Recommendations

5. Timeline

The times are only estimated and could be longer/shorter depending on the agreed project schedule which will be determined during the Kickoff meeting.

Deliverable	Description	Estimated
Project Kickoff Meeting	Initial meeting to align on scope, roles, and timeline	Week 1
Project Plan and Schedule	Detailed project plan including milestones and responsibilities	Week 2
System Configuration	Configuration of selected GovMeetings modules per Client requirements	Weeks 3-10
Report Design	Portal updates, and report modifications	Weeks 3–10
Workflow Design	Setup and configuration of legislative workflows	Weeks 3–6
Training Sessions	Instructor-led training for end users and administrators	Weeks 10-15
User Acceptance Testing (UAT) Support	Assistance with UAT and resolution of identified issues	Weeks 15-17
Go-Live Support	Support during launch to ensure smooth transition	Week 18

6. Roles and Responsibilities

Granicus Team

Role	Responsibility
Experience Partner	Dedicated contact during implementation and beyond
Project Manager	Oversee execution, manage timeline and risks
Technical Consultant	Lead optimization, configuration, and training
IT Support	Assist with integration and technical issues
Trainer	Provide custom training
Stakeholders	Provide input and participate in training

Client Team

Each client team will have different roles and responsibilities as best identified for their team. Some of the common roles are listed below.

Role	Responsibility
Client Project Lead	This is the main point of contact responsible for the implementation and adherence to project plans
Clerk	Oversee execution, manage timeline and risks
IT Lead	Assist with integration and technical issues
System Administrator	The system Administrator should be a person who is closely involved with the Legistar, approval and meeting processes
System Users	Provide input and attend training
Stakeholders	Provide input and participate in training

7. Assumptions

- Access to the current Legistar & Legistar Training environment and documentation will be provided.
- Stakeholders will be available for scheduled meetings, interviews and feedback.
- Changes will be implemented in a test environment before production.

8. Success Criteria

- Reduced issues and time to publish agendas and minutes.
- Increased user satisfaction and adoption.
- Improved accuracy and accessibility of agenda documents

10. On-going Partnership with Granicus

Your Experience Partner will be here for you beyond the implementation and dedicated to the success of all Granicus solutions.

- Bi-annual proactive meetings with Experience Partner

11. Price

Please refer to the quote for the cost of the LE Operations Cloud with Optimization project.



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

Exhibit B

1-800-644-6292 BWC.Ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Stephanie McCloud, Administrator/CEO

04/21/2025
Date Mailed

#BWNFVSQ
#XX10024575213#

Brendan Stierman
Granicus, LLC
408 SAINT PETER ST STE 600
SAINT PAUL MN 55102-1122

IMPORTANT DOCUMENT: REMOVE AND POST



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80151858

Period Specified Below
07/01/2025 to 07/01/2026

Granicus, LLC
408 SAINT PETER ST STE 600
SAINT PAUL MN 55102-1122



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

Policy Information

Policy Information for the policy period beginning from 12:01 AM on 07/01/2025 to 12:01 AM on 07/01/2026.

Policy Number and Employer	MCO
80151858 Granicus, LLC 408 SAINT PETER ST STE 600 SAINT PAUL MN 55102-1122	SPOONER MEDICAL ADMINISTRATORS, INC 28301 RANNEY PKWY CLEVELAND OH 44145

Additional Insured's Name and Address	Effective Date	Expiration Date

Individuals Eligible for Elective Coverage		
Individuals Eligible for Elective Coverage	Covered (Yes/No)	Elective Coverage Type
No Elective Individuals.		

**Please refer to our website for reporting guidelines/requirements.

Corporate Officer	Effective Date	Expiration Date
Mahmudul Amin	07/01/2025	07/01/2026
Ryan Atlas	07/01/2025	07/01/2026
Joshua Carter	07/01/2025	07/01/2026
Mark Hynes	07/01/2025	07/01/2026
Ira Kleinman	07/01/2025	07/01/2026
Derek Klomhaus	07/01/2025	07/01/2026
Andrew Schoenthal	07/01/2025	07/01/2026
Patrick M Severson	07/01/2025	07/01/2026

**Please refer to our website for reporting guidelines/requirements.

Employee Class Codes and Descriptions	
Class Code	Class Code Description
8871	CLERICAL TELECOMMUTER EMPLOYEES.

The information noted above is as of 04/19/2025. For the most current information on the policy or to update your account information, please log into your account at www.bwc.ohio.gov. You may also call 1-800-644-6292 to speak with a customer service representative.

