

Agreement No.

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____ 2024, by and between the County of Kings, a political subdivision of the State of California (“County” or “Customer”) and CivicPlus, a Manhattan, KS CivicPlus, LLC – a Kansas Limited Liability Company (“Contractor” or “CivicPlus”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, the County requires agenda and meeting management services to be provided to Kings County; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The County engages Contractor and Contractor shall do, perform, and carry out the Services as set forth in Exhibit A. “Services” or “Service” shall mean the Contractor’s online software applications purchased by County and maintained through support services provided by Contractor, including associated offline components and ancillary online or offline services to which Customer is granted access under this Agreement, and as set forth in Exhibit A.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing its ability, experience, and talent, to faithfully, industriously, and professionally perform the work set forth in the Statement of Work (“SOW”), incorporated herein and attached hereto as Exhibit A, to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility.

Contractor grants County a license to access and use the Service during the Term via the internet under and subject to the terms of this Agreement. Contractor reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time. Contractor shall provide the deliverables in accordance with Exhibit A. Failure to provide deliverables will be considered a breach of contract and County shall have the ability to terminate this Agreement pursuant to the termination provisions outlined in Section 9 of this Agreement, without prejudice to any other rights and remedies to the County. Contractor shall notify County in writing of changes that impact functionality and/or user experience by the end use; advance written notification of fourteen (14) days is required before the implementation of a major change and seven (7) days’ advance written notice is required for all other changes.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. RESPONSIBILITIES OF COUNTY

County shall be responsible for providing Contractor with all necessary cooperation in relation to the Agreement, and for carrying out all other County responsibilities set forth in this Agreement in a timely and efficient manner. In the event of any delays in the County's provision of such assistance as agreed by the parties, Contractor may adjust any agreed upon timetable or delivery schedule as reasonably necessary. County shall also obtain and maintain all necessary licenses, consents, and permissions necessary for the Contractor, its subcontractors and agents to perform their obligations under this Agreement, which includes, ensuring that County network and systems comply with the relevant specifications provided by Contractor from time to time; procuring and maintaining its network connections and telecommunications links from its systems to the Contractor, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the County's network connection or telecommunications links or caused by the Internet. Further, County shall be solely responsible for protecting and safeguarding all Application Passwords, as County will be the only Party with knowledge of its passwords. "Application Password(s)" as used herein shall mean any encryption keys, certificates, passwords, access codes, user IDs, or other login information provided to or used by County for the purpose of accessing and using the Service. If County makes such Application Passwords available to any third party, County shall be liable for actions taken by third party in connection with the Services. County shall not disclose or make available the Application Password, other than to County's authorized employees or contractors, shall use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Application Password and the Services and will notify the Contractor promptly of any such unauthorized access or use and make any disclosures related to such unauthorized access or use which may be required under any applicable laws.

4. COMPENSATION

County shall pay Contractor in accordance with the attached Exhibit A. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration, unless otherwise agreed to in writing by the parties.

Upon the start of services, and at the beginning of each renewal term, County shall pay Contractor, the amount reflected in Exhibit A, subject to the applicable annual increase, within thirty (30) days of the date of the invoice. Contractor shall submit invoices to County describing the services rendered the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes.

5. TERM

This Agreement commences upon execution and terminates after an initial term of 12 months, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for two additional one-year (2) year terms.

6. OWNERSHIP OF COUNTY DATA/DOCUMENTS

Upon full and complete payment of amounts owed for project development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information (“Customer Content”) created by CivicPlus on behalf of Customer pursuant to this Agreement. “Customer Content” also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain including without limitation all information and materials provided to CivicPlus for processing under this Agreement, and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration, including without limitation all Customer Content created by CivicPlus on behalf of Customer. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer’s Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services (“Customer Data”). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable

SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services (“CivicPlus Property”) will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not: license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; adapt, alter, modify, or make derivative works based upon any CivicPlus Property; create internet “links” to the CivicPlus Property software or “frame” or “mirror” any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than Customer, to use the Services; reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services; make any attempt to gain unauthorized access to the Services and/or any of CivicPlus’ systems or networks; or access any CivicPlus Property in order to: build a competitive product or service, build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth herein, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use may be considered fraud. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center to review use articles and software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets, and access solution-specific support contact methods.

CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such

modification in writing; or use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

7. RECORDS AND INSPECTION

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

8. AMENDMENTS

The Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board").

9. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

- A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party sixty (60) calendar days' prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for Services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately. Due to the electronic nature of the Services, in no event, other than material breach of this Agreement by CivicPlus, shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term, Customer's failure to utilize the Services.
- B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.
 1. Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least thirty (30) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further written notice specifying the date of termination.

- a. In the event that the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.
 2. Breach Not Subject to Cure. If the Parties collectively deem the breach is of such a nature not subject to or incapable of being cured, the non-breaching Party shall provide a Notice of Breach to the breaching Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.
- C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.
1. If Contractor terminates or suspends the services under this Agreement, County shall only be required to pay fees that have accrued prior to such termination or suspension. Such fees shall be paid within thirty (30) days of receipt of invoice.
 2. Upon termination of this Agreement, Contractor shall securely destroy all copies thereof in the possession of Contractor, unless the parties have mutually agreed for the return of County Data, as outlined in Section 6 of this Agreement.
 3. Upon termination of this Agreement, County will, at the direction of the Contractor, securely return to Contractor any documents in its possession or control which contain or record any Confidential Information of Contractor. Alternatively, County may instead elect to securely destroy Contractor's Confidential Information.
- D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: (i) constitute a breach or breach of the Party's obligations under this Agreement; (ii) waive a Party's right to assert breach or breach; nor (iii) impair or prejudice any remedy available to the non-breaching Party.

10. INSURANCE

- A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (the "Insurance

Policy(ies)”) prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

- B. **Additional Insured.** Contractor shall add County as an additional insured, guaranteeing said coverage to the County upon execution of this Agreement, and prior to commencing work. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement’s Notice Section. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.
- C. **Endorsement of Policies.** Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.
- D. **Insurance Limits.** Contractor shall obtain the Insurance Policies in the amounts set forth below:
1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.
 2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.
 3. Workers Compensation as required by the California Labor Code. Contractor shall cause said Insurance Policy to be endorsed to waive the insurer’s subrogation rights against the County.
 4. Cyber E&O Liability covering Contractor’s wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.
- E. **Rating of Insurers.** Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.
- F. **Notice of Cancellation to the County and Payment of Premiums.** Contractor shall notify County of any changes to its policies within 30 days of such change. The County is not liable for the payment of premiums or assessments on any Insurance Policies.
Cancellation

provisions in an Insurance Policy will not be construed in derogation of the continuing duty of the Contractor to maintain the Insurance Policies during the term of this Agreement.

11. INDEMNIFICATION

CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus' indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content. Notwithstanding any limitation of Section 11, and only to the extent of CivicPlus's applicable insurance coverage, CivicPlus will defend and indemnify Customer against any claim, suit, action or proceeding against Customer alleging harm originating in grossly negligent breach of this Agreement or willful misconduct by CivicPlus.

12. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

13. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 et seq. regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920 et seq., and as outlined in Exhibit C, attached hereto and incorporated by reference.

14. CONFIDENTIALITY

Neither Party shall use the other's confidential information ("Confidential Information") for any purpose other than performing under this Agreement and shall prevent the unauthorized disclosure of Confidential Information. "Confidential Information" as used in this Agreement, shall mean non-public information, technical data or know-how of a Party and/or its affiliates, which is furnished to the other Party in written or tangible form in connection with this Agreement. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a

confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement; or (vi) disclosed pursuant to the requirements of law, regulation, or court order.

Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either (i) return all Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

15. CONFLICT OF INTEREST

Contractor warrants to the best of its knowledge that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 15 by their associates and employees rendering services. Contractor has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

16. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

17. ASSIGNMENT

Contractor shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Contractor of any monies due does not constitute an assignment of this Agreement. Notwithstanding the foregoing, Contractor may assign and transfer all of its rights under this Agreement by a sale of a majority of its assets or merger. In the event of an assignment by Contractor, County may terminate this Agreement upon thirty (30) days advance notice written notice, without penalty.

18. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

COUNTY	CONTRACTOR
Kyria Martinez	Civic Plus, LLC
County Administrative Officer	302 S. 4th Street, STE 500 1400 West Lacey
Bldv, Building 1	Manhattan, KS 66502
Hanford, CA 93230	

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the County and Contractor are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this

Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. AMERICANS WITH DISABILITIES ACT COMPLIANCE

County understands the nature of the Services include transcripts and closed captioning options to adhere to ADA compliance. County is responsible for selecting such module options to ensure compliance. Contractor warrants that to the extent County web content is made available to and for the use of public consumption, such web content conforms, at a minimum and to the extent appropriate to the Web Content Accessibility Guidelines (“WCAG”) 2.0 Level AA and will remain so during the term of this Agreement.

25. NON-APPROPRIATION

The Parties acknowledge that the obligations of County under this Agreement are subject to the availability of funds appropriated by the County Board of Supervisors. In the event that sufficient funds are not appropriated for the continuation of this Agreement, County may terminate this Agreement without penalty or further obligation at the end of the funding period in effect at the time of non-appropriation. County shall provide written notice to Contractor as soon as it is known that sufficient funds have not been appropriated for the next funding period. This notice shall be provided at least 48 hours prior to the end of the current funding period.

26. ENTIRE AGREEMENT

This Agreement, including its Recitals and the attached Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

27. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement.

28. RESPONSIBILITIES OF THE PARTIES

CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During project development, Customer will be responsive and cooperative with CivicPlus to ensure the project development is completed in a timely manner.

Customer agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Customer further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of personal data.

CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy, found at <https://www.civicplus.com/privacy-policy>. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except: in order to provide the Services; to prevent or address service or technical problems in connection with support matters; as specifically directed or expressly permitted in writing by Customer; in compliance with our Privacy Policy; or if compelled by law.

CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

29. AUTHORITY

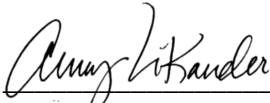
Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

CivicPlus

By: _____
Doug Verboon, Chairman

By: 
Amy Vikander, Senior VP of Customer Success

ATTEST:

Approved and Endorsements Received:

By: _____
Catherine Venturella, Clerk to the Board

By:  08/19/2024
Sarah Poots, Risk Manager

APPROVED AS TO FORM:

By: 
Diane Freeman, County Counsel

Exhibits/Attachments: Exhibit A – Scope of Work
Exhibit B – Time Frame for Completion
Exhibit C – Legal Requirements

Exhibit A: Scope of Work



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-50227-1
9/18/2023 2:05 PM
8/1/2024

Client:
Kings County, CA

Bill To:
KINGS COUNTY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gabby Bond		gabriel.bond@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicClerk Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours
1.00	CivicClerk Ultimate Configuration	CivicClerk Ultimate Configuration
2.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Agenda and Meeting Management Select Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management
1.00	Live Meeting Manager Annual Fee	CivicClerk Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages

QTY	PRODUCT NAME	DESCRIPTION
1.00	Agenda and Meeting Management Select: Ultimate Implementation Package	Ultimate Implementation Package – Unlimited boards, storage, and users

Total Investment - Initial Term	USD 17,008.00
Annual Recurring Services - Year 2 (Includes Uplift)	USD 11,873.40

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Upon mutual agreement by the parties
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of COUNTY OF KINGS AGREEMENT FOR SERVICES to which this SOW is attached as Exhibit A, and the applicable Solution and Services terms included herein.

Agenda Meetings and Management (CivicClerk) Terms

The Customer shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. The Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:

1. infringes or violates any third party's Intellectual Property rights, rights of publicity, or rights of privacy,
2. contains any defamatory material, or
3. violates any federal, state, local, or foreign laws, regulations, or statutes.

The scope of the initial implementation services to be delivered by CivicPlus at the time of signing a Statement of Work ("SOW") are as listed in the applicable SOW. The Customer is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline. Upon the making of the Customer's instance of the Services live and accessible on the internet to the intended audience ("Go-live"), any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.

Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the Services in a timely manner. CivicPlus will make reasonable efforts to confirm Go Live status with the Customer, but reserves the right to deem the Customer's use of the Services in the intended course of business as Go Live.

CivicPlus Media

Close Captioning, Transcription, and Translation services may be selected in the Services at the applicable and published rates displayed in the Services.

The Customer is responsible for requesting and initiating the Close Captioning Services, including the specific Category of Services desired, as set forth above, on the Customer's production site. CivicPlus will use commercially reasonable efforts to provide the completed Work Product (as defined below) to the Customer within 4 business days of Customer initiation, with regard to Transcriptionist-Based Closed Captioning, and within 24 hours of Customer initiation, with regard to Machine-Based Closed Captioning. CivicPlus will use commercially reasonable efforts to provide the Services in a manner consistent with applicable industry standards.

The Customer is responsible for requesting and initiating the Translation Services, including the specific Category of Services desired, as set forth above, on the Customer's production site. CivicPlus will use commercially reasonable efforts to provide the completed Work Product (as defined below) to the Customer within 5 business days of Customer initiation, with regard to Human Translation service, and within 24 hours of Customer initiation, with regard to Machine

Translation service. CivicPlus will use commercially reasonable efforts to provide the Services in a manner consistent with applicable industry standards.

By initiating the Services on the production site, the Customer is agreeing to all associated costs for its use of the Services. The Fees for the Services used by the Customer shall be invoiced by CivicPlus on a monthly basis, in arrears. Such invoice to include: the Category of the Services used; the duration, in minutes (rounded to the nearest minute), each category of Services was used in the prior month; and the total amount owed to CivicPlus by the Customer for the Services used in the month prior. If, at any time, the Customer's account is past due, CivicPlus may refuse to provide the Services until the Customer's account is brought up to date and all unpaid amounts owed are paid.

All human-based translation services shall have a 3.5 minute minimum requirement for review.

Upon full and total payment, the Customer shall own the certain transcription and captioning work product produced by the Services (the "Work Product"). The Customer understands and agrees that the audio characteristics may increase transcription pricing, the Rates for the Services provided above assumes the audio is reasonably clear and good, good audio is any media that is clearly recorded in a controlled environment with one person talking at a time with minimal background noise and no media defects. The format must be recorded in the specific formats required and communicated to the Customer by CivicPlus. CivicPlus does endeavor to provide an accurate Work Product; however, The Customer should be aware that any audio that does not meet the criteria above may impact the quality of the Work Product and cause it to drop in accuracy. Accuracy is defined as:

1. words are spelled correctly;
2. phrases and sentences make sense in a standalone document; and
3. text is near exact replication of spoken words. The Work Product will not include unintended speech such as "ums" and "uhs", stuttered speech, or difficult proper nouns.

The Services and Work Product are provided on an "as is" basis, and the Customer's use of the Services is at its own risk. CivicPlus does not warrant that the Services or the Work Product will be uninterrupted or error-free or unaffected by force majeure events.

Boards and Committees Applications

The Boards and Committees Application is solely intended for the display of board positions, applications thereto, and approval workflow for applicants to such boards (the "Intended Use"). Customer shall not create additional forms, workflows, workflow events, or boards, nor allow users to utilize the Board and Committees Application for any purposes not related to the Intended Use.

Customer will not solicit for sensitive PII to be stored in the Boards and Committees Application. Customer shall remain responsible for the type and treatment of data stored in the Boards and Committees Application in compliance with applicable law.

Exhibit B"

TIME FRAME FOR COMPLETION



Implementation Time Frame

Project Timeline

Twenty to Twenty-Four Weeks

While every implementation is unique, the following timeline can provide you with information about the different implementation stages and what you can expect at each stage.

PHASE 1: INITIATE	<ul style="list-style-type: none">• Project Kickoff communication including timeline, deliverables, and an implementation questionnaire to capture details for your configuration
PHASE 2: ANALYZE	<ul style="list-style-type: none">• Template Review meeting to review and discuss needs for Proposed Agenda Template• Obtain internal approvals on Proposed Agenda Template and send in final approval
PHASE 3: OPTIMIZE	<ul style="list-style-type: none">• Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options• Ultimate configuration is completed and handed off for review, testing, and feedback• Configuration adjustments made per submitted feedback
PHASE 4: EDUCATE	<ul style="list-style-type: none">• Live, virtual training sessions are conducted within configured site
PHASE 5: LAUNCH	<ul style="list-style-type: none">• Launch

Ultimate Implementation Approach to Work

Implementation & Support Experience Designed for You

Agenda and Meeting Management Select has the experience and expertise to help administrations of any size transform the entire meeting management process. We know implementation can't be a one size fits all solution and offer flexible packages designed to meet your desired outcomes.

Our Ultimate Implementation Package is the perfect fit for transforming complex agenda and meeting processes. It is designed for organizations with more than 50 internal users, and a desire for a customized and guided implementation experience. A dedicated and knowledgeable implementation consultant will manage your project from end-to-end—consulting and collaborating with your team, applying custom configurations to meet your desired processes, and delivering live virtual training to your user groups. Key project staff will have online access to the timeline and all expected checkpoints and deliverables for a fully transparent implementation.

Beyond implementation, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning Technical Support team.

CONSULTING

Up to Four Hours of Virtual Consultation

During this consulting session, your implementation consultant will be reviewing your submitted project questionnaire with your key project staff. The implementation consultant will review your custom template designs and discuss the configurations that will be made to ensure your workflows match your current agenda and meeting processes.

DESIGN

We will design up to 5 custom templates to ensure consistency in system-generated meeting documents: Agendas, Item/Staff Report, Minutes, Agenda Script.

CONFIGURATION

Our team will configure your solution with unlimited customization options to map your agenda and meeting processes and ensure that your Agenda & Meeting Management solution is optimized to meet your desired goals.

TRAINING

Up to Eight Hours of Virtual Training

Your implementation consultant will guide user groups through live, virtual training sessions using your custom configured Agenda and Meeting Management Select solution. We recommend no more than 20 users per session. Individual sessions are either 30 or 60 minutes in duration.



ASSISTANCE FROM COUNTY



Responsibility of the County

Standard users will need basic knowledge of using an internet browser to navigate a website. Administrators can function with basic knowledge of using an internet browser, but will need moderate to advanced knowledge of the Kings County’s agenda process. We estimate the total project to take 25-35 hours of effort from the Kings County’s team over the duration of your implementation.

CITY’S RESPONSIBILITIES PER PHASE

<p>PHASE 1: INITIATE</p>	<ul style="list-style-type: none"> • Complete Implementation Questionnaire • Provide Word Versions of Agendas, Item Reports, & Minutes • Attend Kickoff Call • Attend Consulting Engagement • Review & Approve Project Timeline & Key Dates
<p>PHASE 2: ANALYZE</p>	<ul style="list-style-type: none"> • Provide List of Your Users & Board/Council Members • Provide Feedback on Any Needed Changes
<p>PHASE 3: OPTIMIZE</p>	<ul style="list-style-type: none"> • Attend Template Review Meeting • Provide Any Additional Feedback & Changes • Provide Completed Import Template • Approve Templates & Site Configuration
<p>PHASE 4: EDUCATE</p>	<ul style="list-style-type: none"> • Attend Admin Training (complete practice items) • Attend User Training (complete practice items) • Attend Minutes Training
<p>PHASE 5: LAUNCH</p>	<ul style="list-style-type: none"> • Publish Your New Solution! • Confirm Confidence of Live Product • Complete Post-Launch Satisfaction Survey

PROSPECT PROJECT STAFFING

Each implementation is unique, however we recommend representatives from the clerk’s office at a minimum. Additional staff that are sometimes included are administrative staff, departmental users responsible for departments, and any users that will need to be trained on the system.

PROPOSED SCOPE OF WORK



RESPONSE TO DESCRIPTION OF SERVICES TO BE PROVIDED

<p>Complies with Americans with Disabilities Act of 1990 (ADA)</p>	<p>Select strives to assist the Customer with meeting accessibility requirements in several ways. First, during the implementation and training period, your Select implementation consultant will review your existing documentation, including your agenda and minutes templates and make recommendations for more compliant output where possible. Second, CivicPlus offers optional accessibility training that could be added to your project. During this training, staff will be taught best practices for creating compliant content using accessibility tools in programs like Microsoft Word and Adobe. Third, Select's public portal was built to be accessible and offers plain text versions of the posted documents. Finally, Select's CivicPlus Media integrated video service offers closed captioning options for both live meetings and on-demand videos. Ultimately, staff members are free to upload or create documents that may not be fully accessible, so no solution is ever going to be able to guarantee complete ADA compliance.</p>
<p>Provide the ability to set user permissions at a variety of levels</p>	<p>Select user permissions are extremely robust and configurable. Permissions in Select are called Security Profiles and can be applied across a group of users or can be specific to individual users. Permissions are layered with meetings access rights, meaning a user can have a higher level of authority in one meeting type and a standard permission set in another. This is useful for administrators of smaller boards and commissions, for example, where they would need administrator-level permissions to create and modify agendas for that meeting type, but for the main governing body, they would be classified as standard users who only have permissions to submit agenda items. A user with specified Site Settings access would be able to make changes to any user in the system as well as their permission settings. These users can add new users, mark old users inactive, modify individual permission settings, modify global security profiles, etc.</p>
<p>Comply with the requirement of the Ralph M. Brown Act, Government Code 54954.2(a)(2)(C)(iii) related to agenda availability on the public meeting portal, no later than July 1, 2021</p>	<p>Select allows users with the appropriate permissions to publish the agenda, packet, and minutes files to the public portal. Once published, citizens can elect to download the PDF versions of the documents or view an interactive HTML version of the agenda with a side-by-side view of the meeting video, video bookmarks (if any), meeting materials as individual links to the documents, and motion and vote detail (if desired).</p>
<p>Meet the technical and functional requirements as defined in this RFP</p>	<p>CivicPlus can provide an Agenda and Meeting Management Software system that closely aligns with the technical and functional requirements within the RFP document. Any requirements that CivicPlus is unable to provide have been addressed in our answers to the other questions listed in the RFP document.</p>
<p>Are effectively implemented in production environments with requirements that closely mirror that of the County</p>	<p>It is possible that more information is needed to answer this question fully, but Select only offers a live environment. After implementation is done your production environment will become your live environment.</p>
<p>Improve, automate, streamline and simplify the agenda compilation, tracking, approval and distribution process for all departments and divisions with the County</p>	<p>Select Agenda and Meeting Management solution is a web-hosted solution that allows for the creation, modification, and publishing of agendas for local governments. Our Select option allows for an unlimited number of concurrent users in addition to an unlimited number of individual boards and committees within the system, with each board and committee having individualized templates.</p>



<p>Implement an agenda submittal process that utilizes a pre-defined workflow process</p>	<p>Select's approval workflows are flexible and can incorporate a variety of criteria. The approvals can route to specified department approvers or designated individual approvers and can vary by meeting type and the type of item being created.</p>
<p>Integrate with existing technologies, currently utilizing Granicus website management</p>	<p>Select can be embedded onto website pages. Additional information will be necessary prior to being able to accurately respond to this question. CivicPlus will need information detailing what "existing system(s)" are being referenced in this document. Only after receiving more detail on what existing systems are being used, can we determine if Select will be able to integrate with these systems.</p>
<p>Offer the capability to access and annotate the published electronic (paperless) agenda on a mobile device when review the agenda and its supporting documentation. This system should be able to be viewed with a cellphone, tablet or other mobile device, either by an app or by the system parameters allowing for this type of access</p>	<p>Select Agenda and Meeting Management solution recommends that users access the system for administrative functions via a web browser on a desktop or laptop computer for best performance. Elected and appointed officials (and staff members on an as-needed basis) have access to a specific board portal, which will allow them full-text search and document annotation/note-taking capability. Annotated packets can be downloaded and saved off-line. This specific board portal is mobile responsive and can be accessed from a tablet or other mobile device. Select Agenda and Meeting Management solution's public portal is also mobile responsive and can be viewed from mobile devices.</p>
<p>Should limit access and editing of agenda items and supporting documents to appropriate parties in the responsible department or agency, as well as staff assigned to review and restrict editing to designated staff.</p>	<p>Select's user permissions can limit item access and access to documents based on a variety of criteria, so Select can meet this requirement. Item access can be restricted by current approver, departments, board, or committee, etc.</p>

Features & Functionality

Agenda and Meeting Management Select Solution

CivicPlus' Agenda and Meeting Management Select software is the fastest, most intuitive way to streamline the entire agenda management process — from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with Select is easy with customized workflows, version tracking, and built-in communication tools.

Our innovators designed it to offer configuration flexibility so that the solution can be scaled from the most simple agenda process to the most complex. Built-in integrations and a suite of APIs make working with other internal applications easy. Agenda and Meeting Management Select's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Field-level versioning
- Integrated code of ordinances
- Built-in integrations with Dropbox, Microsoft's One Drive, Google Drive, Laserfiche, Zoom, and API availability (additional fees may apply)
- Single sign-on through the CivicPlus Platform
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Enhanced Analytics for Data Visibility

Part of the Integrated CivicPlus Platform

Our powerful CivicPlus Platform is the foundation on which all our CivicPlus solutions are built, allowing them to work seamlessly and securely, leveraging existing data, and reducing information silos so your administrative staff can collaborate efficiently. Administrators can take advantage of authentication using our identity provider integrations to provide a single sign-on experience for internal users. The entire solution is cloud-based, eliminating the need for internal application management. Agenda and Meeting Management Select is hosted in Microsoft's Azure cloud service, providing a stable multi-user environment while ensuring high availability and uptime. CivicPlus is also the only technology provider that offers an integration between our agenda & meetings software and an online code of ordinances—with Municode Codification.



Agenda Management

FLEXIBLE, CUSTOMIZED TEMPLATES

Standardized templates throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

EFFICIENTLY MANAGE AGENDA PACKETS OF ANY SIZE

The software compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.



Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

CONVENIENT, ANYTIME AGENDA MODIFICATIONS

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically renumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

CREATE AGENDA ITEMS IN SECONDS

An easy-to-use item entry allows staff members to enter agenda items, upload attachments, and send through the workflow with a few clicks. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for Select to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

AUTOMATE YOUR APPROVALS PROCESS

The workflow engine streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

CUSTOM TAGS TO GROUP LIKE AGENDA ITEMS

Administrators can set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.



Live Meeting Management

AUTOMATED MINUTES SETUP

A fully-integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to Live Meeting Manager with a single click.



KEEP UP WITH THE MEETING ACTION

Meetings move fast. Agenda and Meeting Management Select's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls. One-click control allows you to update your in-chamber display screens, set your video bookmarks (additional fees apply), and queue items in the Board Portal for your elected and appointed officials.

SPEAKER MANAGER

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

EASY, INTUITIVE MINUTES-TAKING

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

If using CivicPlus Media's integrated video streaming and video-on-demand service, you can also create bookmarks for the accompanying video during the live meeting. Additional fees apply.

DISPLAY PAGES

Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.

FLEXIBLE VOTING

Minutes takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Apply motions and votes to individual agenda items or multiple agenda items as a group.



Board Portal

FLEXIBLE ACCESS

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. It is optimized for all devices, including desktops, laptops, and tablets. No separate application required.

A PERSONAL MEETING REPOSITORY

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

INTERACTIVE MEETING TOOL

During live meetings, the Board Portal integrates with Live Meeting Manager to allow officials to refer to their review notes and annotations, capture notes within a dedicated field, receive visual cues as the agenda progresses from item to item, see speaker information instantly, and enter electronic votes (additional fees apply for electronic voting). Chair View can also be enabled to allow the meeting presider to call speakers and advance agenda items.

FIND WHAT YOU NEED- FASTER

Agenda and Meeting Management Select automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.



Public Resident Portal

CONTENT ACCESSIBILITY

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video. Additional fees apply for CivicPlus Media and closed captioning.

CONTENT TRANSPARENCY

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping residents engaged and informed.



Public Resident Portal

- Resident portal to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Side-by-side agenda and video display with optional CivicPlus Media live streaming and on-demand video service (additional fees apply)
- Optional Motions and Vote minutes display updates the HTML agenda view to allow residents to quickly see the final disposition of agenda items without having to read full minutes documents
- Mobile-responsive
- Custom branding
- Integrated live or on-demand video with bookmarks to easily jump to desired content (additional fees apply)
- Optional public commenting forum
- Easily jump to past, current, upcoming events with an embedded calendar and continuous scrolls

The Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized resident interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CIVICPLUS PORTAL

CivicPlus Portal empowers residents to be more engaged and informed about progress in your community. Portal streamlines the resident user experience as they interact with the CivicPlus products leveraged by you – driving revenue, trust, and satisfaction.

With a single username and password, they can watch a public meeting recording, submit a public works request, pay a utility bill, or register for an upcoming event. The result is more engaged and informed voters and fewer phone calls, walk-ins, or emails to your department asking how to find documents or submit records requests.

INTEGRATION HUB

Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer. With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus solutions or with third parties (for an additional fee) saving your staff's valuable time. The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with Select today:

- Automatically add agenda or minute files to the Document Center to be displayed on a CivicPlus Municipal Websites Central (Web Central after they are published in Select
- Set-up a workflow to post in the Web Central News Flash once you've published your Select meeting documents

Shorten your pre-meeting to-do list and send your meeting information instantly with a custom integration using the Integration Hub.



Integrated Code of Ordinances & Web

As the only local government software provider with an integrated codification, agenda and meeting management, and municipal website solution offering, our suite allows for digital transformation of the entire legislative process - from the start of the agenda process to the final online publishing of the newly adopted legislation.

If you are a customer of CivicPlus' codification services, the cutting-edge integration between your meetings & agenda management and code of ordinances reduces the manual steps associated between your agenda management and codification processes. As an example, you can send ordinances directly to CivicPlus for codification by our team of legal editors. When pushed from Agenda and Meeting Management Select, this uncodified legislation will be visible on the landing page of our Online Code Hosting platform nearly instantaneously. You can also take this to the next level by integrating our Municipal Website solutions with our Online Code Hosting solution, allowing for one-stop search capabilities. With this integration, the public can instantly access your code, meetings, packets, and agendas in one simple search straight from your municipal website.



EXAMPLES OF MEANINGFUL CIVIC EXPERIENCE INTEGRATIONS

The following are examples of integrations between the CivicPlus Agenda and Meeting Management Select with other CivicPlus solutions and tools. If you have yet to experience all that CivicPlus can provide, please reach out for additional information and a quote.

<p>Municipal Websites Central (Web Central)</p>	<ul style="list-style-type: none"> • Set-up a workflow to post in Web Central's News Flash once you've published your meeting documents. • Automatically add agenda or minute files to Web Central's Document Center to be displayed on your website after they are published in Select. • Meeting information and dates are automatically integrated to the Web Central's Calendar. • Meeting files are automatically included in the website's search results.
<p>Codification</p>	<ul style="list-style-type: none"> • Send adopted ordinances to the Codification Legal Team in one click. • Send ordinances straight to your online code portal as "Adopted and Not Yet Codified". • Instantly link your online code to the meeting content produced within Select.
<p>CivicPlus Media</p>	<ul style="list-style-type: none"> • Share high-definition, on-demand video or live video feeds of your meetings directly from Select and CivicPlus Media, seamlessly integrated with your meeting agendas and equipped with clear bookmarking and navigation.
<p>Integration Hub</p>	<ul style="list-style-type: none"> • Third-party integrations examples include integrations with Zoom, Webex, and GoToMeetings, and with Laserfiche, Google Drive, Dropbox, and other APIs.

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence.

AWARD-WINNING

CivicPlus has been honored with two Gold Stevie® Awards, three Silver Stevie® Awards, and seven Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, and Remote Customer Service Innovation of the Year. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.



CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new to most effectively engage your residents.

Support at a Glance

- Technical support engineers available 8 a.m. – 6 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Operating system patches
- Testing and development



Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site are unparalleled.

CLOUD-HOSTING WITH AZURE

The infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage is done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

DISASTER RECOVERY

Agenda and Meeting Management Select utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines.



PROJECT COST



Investment Proposal

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing are valid for 60 days from September 28, 2023.

Development

- Unlimited Users
- Unlimited Storage
- Agenda Management
 - Unlimited Boards
 - Custom-Developed Templates (Two Agenda Templates, One Item Report Template, One Minutes Template, One Agenda Script Template)
 - System-Generated Staff Reports
- Live Meeting Management
 - Record Minutes Including Motions, Votes, Speakers, and Discussion
 - Display Pages
 - Electronic Voting
- Analytics Module Access
 - Create and Save Custom Individual Views and Organizational Views
 - Export Views as .XLS and .CSV Files
- Google Drive, OneDrive, and Dropbox Integrations
- Public Resident Portal
- Board Portal

Ultimate Implementation

- Typical Project Timeline – 20 to 24 Weeks
- Up to Four Hours Virtual Consulting
- Up to Eight Hours Virtual Training

Annual Recurring Services

- Hosting & Security
- Software Maintenance Including Service Patches & System Enhancements
- 24/7 Technical Support
- Dedicated Customer Success Manager

Kings County's Investment	
Total Investment - Year 1 (includes one-time fees and Year 1 annual services)	\$17,008.00
Annual Recurring Services - Year 2 (includes 5% uplift)	\$11,873.40

CivicPlus Project Pricing & Invoicing

CivicPlus has endeavored to meet Kings County's needs and expectations for your new CivicPlus Agenda and Meeting Management Select solution based on the information provided. The investment proposal included is subject to change should additional functionality, custom development, or project enhancements, outside of the included scope, be added before contract signing.

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost-effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality of work, outside of the original project scope, is requested. We understand local governments must look beyond just functionality and that multiple factors come into play when determining which vendor can meet not only your functional needs but also your budgetary requirements.

CIVICPLUS OFFERS:

Standard Invoicing

- 100% of Year 1 fees are due at contract signing
- First-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- Other billing options can be discussed before contract signing and, if feasible, a plan developed that works for all parties
- Not available with all CivicPlus products—please contact your customer success manager for more details

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.



Optional Enhancements

We are confident in the ability of our proposed project to meet the needs and requirements of the RFP set forth by Kings County. Based on potential future conversations, the following are additional enhancements we may recommend.

CivicPlus Media

Today's digitally minded residents are logging more hours watching online video than ever before, and they are searching for content that ranges from entertaining, to informative. For local governments, video is a powerful mechanism for sharing news and events, encouraging civic participation, meeting transparency requirements, building a brand, recruiting employees, and encouraging residents to develop a sense of civic pride.



Media is a core component of the Civic Experience Platform and is accessible through CivicPlus Municipal Websites and CivicPlus Agenda & Meeting Management Select. With CivicPlus Media, you can integrate live or recorded videos of meetings and events anywhere on your CivicPlus website that are easily accessible by residents from any desktop computer or mobile device—no technical or coding skills necessary.

SIMPLE LIVE STREAM RECORDING

- Immediate availability of recorded videos for on-demand viewing—no additional steps or manual file uploads
- Convenient integration with social media platforms including Facebook, YouTube, and Twitter
- High-definition video for professional-quality presentations
- Link meeting agendas and bookmarks
- Auto-start recordings of meetings, so video viewers never miss a moment of live proceedings

AUTOMATIC VIDEO BOOKMARKING

Automatically timestamp agenda items to their corresponding discussion in the meeting video so those watching the recording can quickly access topics of interest. Additional fees apply.

CIVICPLUS MEDIA + ZOOM

- Password protect each meeting to prevent Zoombombing
- Create and share a Zoom meeting ID number only with elected officials and key staff when necessary
- Mute resident participants when open comment session has ended
- Control the meeting within Zoom and protect participants from attempting a screen share
- Allow residents to sign up to receive a link that will allow them to issue public comments and share their screen during the session
- Record and automatically upload meeting videos for on-demand playback



Closed Captioning Services

In conjunction with our video streaming and on-demand solution, CivicPlus Media, we have partnered and fully integrated with 3Playmedia, a leading closed captioning service provider (3playmedia.com). Our closed captioning services were designed to offer several options for closed captioning with a focus on budgetary restraints facing many government agencies.

- **On-Demand Closed Captioning Services: Machine Transcription Only** – The audio/video file is sent to 3PlayMedia automatically by CivicPlus Agenda & Meeting Management Select and run through a machine-based transcription process. Then the closed captioning files are automatically sent back to the solution and immediately available on your resident portal if the event is published. The target accuracy rate is 80%+. This can vary based on the audio quality, for instance if council members talk over each other, etc.
- **On-Demand Closed Captioning Services with Transcriptionist Review** – The audio/video file is sent to 3PlayMedia automatically by CivicPlus Agenda & Meeting Management Select and first run through a machine-based transcription process. Once completed, the file is fully reviewed by a 3PlayMedia transcriptionist for accuracy and final editing. Then the closed captioning files are automatically sent back to the solution and immediately available on your resident portal, if the event is published. The target accuracy rate is 99%.
- **Live Streaming Closed Captioning Services: Machine Transcription Only** – The live stream is run through a machine transcription real-time as the meeting happens with the closed captioning details being instantly created and available to the public viewing the meeting. The target accuracy rate is 80%+.

You have the option to choose which meetings get transcribed and in which format. For example, you could have a transcriptionist (human) review all the council meetings and use the machine transcription for the smaller meetings, or even no transcriptions at all. You have complete control over what gets transcribed and how. Please reach out if interested in CivicPlus Media and the available closed captioning services.

Closed Captioning Pricing	
Service	Service Fees
On-Demand Captioning with Transcriptionist Review	\$2.35 per minute
On-Demand Captioning with Machine Transcription Only	\$0.45 per minute
Live Streaming Captioning with Machine Transcription	\$0.75 per minute*

*Meetings can be transcribed live via machine transcription and then reviewed by a transcriptionist, but that would require paying for live streaming captioning and on-demand closed captioning with transcriptionist review.

Closed Captioning services will be billed on a monthly basis and billed via credit card, p-card or ACH transaction. You will only have to enter the information once and the billing will be automated and you can see your usage at any time.



Exhibit C

EXHIBIT C

LEGAL REQUIREMENTS

In the performance of work funded with assistance through the Funds, CivicPlus (“Recipient”) shall:

1. Comply with applicable federal laws, including, without limitation, Public Law No. 117-2, the American Rescue Plan Act of 2021, its implementing regulations found at 31 CFR Part 35, the federal procurement standards set forth in Subpart D of 2 CFR Part 200, and any applicable provisions of Appendix II to 2 C.F.R. Part 200.¹ If the Funds exceed \$100,000, a certification required under 31 U.S.C. § 1352 shall be provided to the County.
2. Comply with all applicable state laws, including all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers’ compensation insurance. The work funded by the Funds is subject to payment of prevailing wages as prescribed by the Department of Industrial Relations, and Recipient shall not enter a contract with a contractor for the performance of work funded by the Funds unless the contractor and its subcontractors are registered with the Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
3. Comply with any applicable local laws, including the Recipient’s own purchasing rules unless preempted by state or federal law or otherwise in conflict with this Agreement.
4. Without prejudice to the foregoing, comply with each of the following laws, as applicable, in the performance of and during the term of the Agreement:
 - a. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], the Civil Rights Act of 1991 [42 U.S.C. 1981],
 - b. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 et seq.],
 - c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 et seq.]
 - d. Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621],
 - e. The Age Discrimination Act of 1975 [42 U.S.C. 6102],
 - f. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
 - g. Any relevant Executive Order issued by the President of the United States, and
 - h. The Fair Employment and Housing Act [Government Code Section 12900, et seq.].

¹ For information about the applicability of Appendix II requirements to this Agreement, Recipient may refer to the following publication in consultation with its legal counsel: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf#page=31>. Reference is made to the limited application of the Davis-Bacon Act, found at page 31 of the guidance document.

5. Retain records relating to this Agreement as set forth in Section 7 of the Agreement and make such records available as set forth in Section 3 and otherwise upon request for audit, copying, or inspection by the County or its auditors to allow the County to satisfy its ARPA monitoring requirements.
6. Allow audit, copying, and inspection of records required to be kept pursuant to this Agreement by federal and state authorities or their auditors, if requested.
7. Retain records relating to this Agreement for a minimum of five (5) years, but if any audit or litigation pertaining to records is initiated before the end of such five (5) year period, records shall be maintained until the later of five (5) years or the termination of such audit and/or litigation. If Recipient is not required to obtain a Single Audit, County, at its discretion, may require the Recipient to obtain an independent review or an independent audit, at the Recipient's expense.
8. Comply with Government Code section 8350, et seq. regarding a drug-free workplace and all health and safety standards set forth by the State of California and County.