

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR
WEBSITE DEVELOPMENT, MANAGEMENT, HOSTING SERVICES, AND BOARD
MEETING AGENDA MANAGEMENT
PROJECT DIR # N/A**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of **December 1, 2025** by and between the MISSION SPRINGS WATER DISTRICT, a County Water DISTRICT (“DISTRICT”) whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and **CivicPlus, LLC**, a [*a Kansas corporation*] whose address is **302 South 4th Street, Suite 500, Manhattan, KS 66502** (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide the following services: **develop, host, and maintain the District’s official website and meeting agenda management system**; and

B. CONTRACTOR has made a proposal (“Proposal”) to the DISTRICT to provide such professional services, which Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for the Statement of Work (“SOW”). Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after **three years** unless extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.

2. **Services to be Performed.** CONTRACTOR agrees to provide the services (“Services”) contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. DISTRICT designates the District General Manager, or his or her designee, to act as the project manager (“Project Manager”) in connection with the delivery of Services under this Agreement.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, CONTRACTOR reserves the right to outsource to external service providers operational tasks that require minimal decision-making or creative input. These tasks may include, but are not limited to: Copying text, images, or multimedia elements from a source website; Formatting and pasting the content into designated sections on the target website; Ensuring basic layout consistency and adherence to predefined templates or guidelines. CONTRACTOR uses vetted external providers or automation for such tasks, and each service provider adheres to CONTRACTOR'S privacy and security policies.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates and annual uplift set forth in the SOW and shall not increase any rate, excluding annual uplift without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of **\$108,051.66.**

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 DISTRICT shall pay CONTRACTOR in accordance with the SOW.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the SOW. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services.

5.04 CONTRACTOR is responsible for paying, when due, all income and other

taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Notwithstanding the foregoing, the amounts owed for the Services exclude, and DISTRICT will be responsible for all sales, use, excise, withholding and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity in connection with the Services (excluding taxes based solely on CONTRACTOR'S income). If the DISTRICT is tax-exempt, the DISTRICT must provide CONTRACTOR proof of their tax-exempt status within fifteen (15) days of contract signing, and the fees owed by DISTRICT under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority, DISTRICT agrees to pay for all resulting fines, penalties, and expenses.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein at CONTRACTOR'S reasonable expense. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply at its sole reasonable expense with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

5.11 In the performance of this contract the CONTRACTOR shall comply with

all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Professional Liability Insurance. Choose and check one: Required /Not Required ; CONTRACTOR will file with DISTRICT, before beginning professional services, a certificate of insurance evidencing the insurance requirements of this Agreement to DISTRICT evidencing professional liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

b. Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. CONTRACTOR will file with DISTRICT, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing.

c. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. Coverage limit requirements can be satisfied through a combination of the general liability and umbrella policies. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

d. Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

e. Workers' compensation (statutory limits) and employer's liability (\$1,000,000) per accident for bodily injury or disease. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the professional services under this agreement. As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.

f. Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as **Exhibit "B"**. All certificates and endorsements are to be received and complies with the requirements herein before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. The CONTRACTOR shall promptly provide updated certificates of insurance to the DISTRICT upon request or as required.

g. Required Provisions –

- CONTRACTOR shall require and verify that all subcontractors exclusively retained for this Agreement maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers and employees are an additional insured on Commercial General Liability Coverage. CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

- Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT) insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state “such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it”.

- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.

- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT within ten (10) days of the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.

- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.

- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees and officials should, to the extent permitted by law, be fully protected from any third-party claim, lawsuit, costs, expenses, attorneys’ fees, litigation costs, defense costs, or court costs directly arising out of the CONTRACTOR’S sole grossly negligent action or omission, willful misconduct, or violation of law during the performance of this Agreement. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, its employees and officials, from any third-party liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages, reasonable actual attorneys’ fees incurred by DISTRICT and awarded by a court of competent jurisdiction, court costs, witness fees incurred directly arising out of the CONTRACTOR’S sole grossly negligent action or omission, willful misconduct, or violation of law during the CONTRACTOR’S performance of this Agreement.

b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Additional Services, Changes and Deletions.

8.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the Project Manager of the DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

8.02 CONTRACTOR shall promptly advise the Project Manager and as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or Board of Directors.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving sixty (60) days' written notice to CONTRACTOR prior to the end of the current term.

9.02 Either party may terminate this Agreement or any SOW immediately upon written notice if the other party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days of receiving notice.

9.03 Due to the electronic nature of the Services, in no event, other than material breach of this Agreement by CONTRACTOR, shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to DISTRICT'S cancellation of the Services prior to the end of the Term. DISTRICT'S failure to utilize the Services, or CONTRACTOR'S failure to meet any service level agreement set forth herein, unless such failure is intentional or malicious.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Services in CONTRACTOR'S own way as an independent contractor, and in pursuit of CONTRACTOR'S independent calling, and not as an employee of DISTRICT. However, CONTRACTOR shall regularly confer with DISTRICT'S Project Manager as provided for in this Agreement.

10.02 CONTRACTOR agrees that it is not entitled to the rights and benefits

afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

10.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the DISTRICT is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

11. Ownership of Documents; Audit.

11.01 Upon full and complete payment of amounts owed for Project Development under the applicable SOW, DISTRICT will own any website graphic designs, Services context, module content, importable/exportable data, and archived information ("DISTRICT Content") created by CONTRACTOR on behalf of DISTRICT pursuant to this Agreement. "DISTRICT 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 DISTRICT provides to CONTRACTOR for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. DISTRICT content excludes any content in the public domain and any content owned or licensed by CONTRACTOR, whether in connection with providing Services or otherwise.

11.02 Upon completion of the Project Development, DISTRICT will take over the management and control of the Services and DISTRICT will assume full responsibility for DISTRICT Content maintenance and administration. DISTRICT, not CONTRACTOR, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all DISTRICT Content. DISTRICT hereby grants CONTRACTOR a worldwide, non-exclusive right and license to reproduce, distribute and display the DISTRICT Content as necessary to provide the Services. DISTRICT represents and warrants that DISTRICT owns all DISTRICT Content or that DISTRICT has permission from the rightful owner to use each of the elements of DISTRICT Content and that DISTRICT has all necessary rights for CONTRACTOR to use the DISTRICT Content in connection with providing the Services. DISTRICT agrees that CONTRACTOR shall not be responsible or liable for the content of messages created by DISTRICT or by DISTRICT'S users or end-users who access Service. Notwithstanding the foregoing, CONTRACTOR retains the right, but not the obligation, to remove any DISTRICT 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.

11.03 At any time during the term of the applicable SOW, DISTRICT will have the ability to download the DISTRICT Content and export the data that is processed through the Services (“DISTRICT Data”). DISTRICT may request CONTRACTOR to perform the export of DISTRICT Data and provide the DISTRICT Data to DISTRICT in a commonly used format, at any time, for a fee to be quoted at time of request and approved by the DISTRICT. Upon termination of the applicable SOW for any reason, whether or not DISTRICT has retrieved or requested the DISTRICT Data, CONTRACTOR reserves the right to permanently and definitively delete the DISTRICT Content and DISTRICT 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, DISTRICT will not have access to the Services.

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

11.05 Provided DISTRICT complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CONTRACTOR hereby grants DISTRICT a limited, nontransferable, nonexclusive, non-assignable license to access and use the CONTRACTOR 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 DISTRICT 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 CONTRACTOR. DISTRICT 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 shall be considered fraud.

11.06 All CONTRACTOR helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CONTRACTOR and can be accessed through the CONTRACTOR's "Help Center". CONTRACTOR does not provide paper copies of its documentation. DISTRICT and its users are granted a limited license to access documentation as needed. DISTRICT shall not copy, download, distribute, or make derivatives of the documentation.

11.07 DISTRICT acknowledges that CONTRACTOR may continually develop, alter, deliver, and provide to the DISTRICT ongoing innovation to the Services, in the form of new features and functionalities. CONTRACTOR reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the DISTRICT at no additional charge. In the event that CONTRACTOR creates new products or significant enhancements to the Services ("New Services"), and DISTRICT desires these New Services, then DISTRICT will have to pay CONTRACTOR the appropriate fee for the access to and use of the New Services. CONTRACTOR shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes DISTRICT to lose substantial functionality of the Services.

11.08 CONTRACTOR in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by DISTRICT to CONTRACTOR in connection with its access to and use of the Services (all reports, comments and suggestions provided by DISTRICT hereunder constitute, collectively the "Feedback").

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. This Agreement shall also be subject to the terms and conditions outlined in the CONTRACTOR'S Master Services Agreement and the applicable Solution and Services terms and conditions available at www.civicplus.help/hc/en-us/p/legal-stuff (the "CivicPlus Terms"). In the event of any conflict or inconsistency between the terms of this Agreement and the CivicPlus Terms, the terms of this Agreement shall take precedence.

12.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Such consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or

responsibility under this Agreement. Notwithstanding the foregoing, CivicPlus may assign and transfer all of its rights and obligations under this Agreement by a sale of a majority of its assets or merger.

12.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

12.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

12.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that the venue in any litigation between them shall be in Riverside County, California.

12.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

12.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

12.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. The CONTRACTOR shall immediately report any attempt by any DISTRICT

officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

12.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

DISTRICT:

CONTRACTOR:

MISSION SPRINGS WATER DISTRICT

CIVICPLUS, LLC

By: _____

By: _____

Print
Name _____

Print
Name _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

PROPOSAL & COST PROPOSAL

(insert behind this page)



Request for Proposal (RFP): Website Development, Management, Hosting Services, and Board Meeting Agenda Management

Mission Springs Water District
Desert Hot Springs, California

PRESENTED BY:

Steven Skok, Account Manager II
Gabriel Bond, Account Executive

August 14, 2025

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Cover Letter



August 14, 2025

Amanda Lucas, Contracts Analyst
Mission Springs Water District
66575 Second Street
Desert Hot Springs, CA 92240
Submitted online at OpenGov Project Portal

RE: Request for Proposal (RFP): Website Development, Management, Hosting Services, and Board Meeting Agenda Management

Dear Ms. Lucas and Selection Committee:

Mission Springs Water District (“MSWD” or “District”) is looking for a partner to provide a high level of services and solutions to update your website and online presence through outstanding design, development, implementation, hosting, and support. You want to provide resident-focused information in a format that is not only attractive, but intuitive and easy to navigate for all of your public, including residents, visitors, and businesses.

Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personalized, frictionless, and expedited. In fact, we are the only vendor that can meet a community exactly where they are at in their resident experience journey with our portfolio of solutions and services.

We are proposing the following solutions and services to aid the District in achieving your goals:

Municipal Websites Central

With CivicPlus’ Municipal Website Central (Web Central), the District won’t simply be getting a website—you’ll also obtain the tools to build a trusted and long-term relationship between you and your residents. Your new site will be developed on the most robust and flexible CMS available. Web Central is an easy-to-use suite of cloud-based tools, yet flexible, and powerful with intuitive navigation for your residents and easy-to-use administration for your staff. True live editing and training is included so your staff can be efficient on day one, and we’ll continue to support you after launch.

- Responsive design that is available to your residents from anywhere on any device
- Comprehensive suite of time-tested modules and tools tailored to the functionality you need most
- Hands-on migration of existing content by our team of experts

Agenda and Meeting Management Select

CivicPlus’ Agenda and Meeting Management Select (Select), is a robust, flexible, and easy-to-use suite of cloud-based tools built specifically for local governments, like the District, to help you completely transform your agenda and meeting management process. By partnering with CivicPlus, you’ll be able to:

- Work from anywhere with Select's secure, cloud-based hosting and browser-based access
- Reduce manual effort with time-saving features and fully integrated modules
- Invest in a solution that is designed to grow with you as your processes and needs change
- Leverage tools such as cross-departmental teams and flexible workflows to collaborate on agenda items
- Tailor user access with custom permission settings
- Ensure internal transparency and accountability using built-in audit trails, task tracking, and versioning
- Build custom, ad hoc reports with your Select data
- Effortlessly create and distribute meeting materials to residents, internal users, and elected officials

Process Automation & Digital Services

Our CivicPlus Process Automation & Digital Services (Process Automation) is a process automation and digital services platform. It allows both your technical and non-technical teams to automate your current workflows, making your team more efficient. Process Automation provides the ability to:

- Shift public services from standardized and manual to personalized and automated
- Easily build and deliver custom forms which can be routed through custom workflows and approvals
- Create custom business solutions and mobile apps for a specific purpose or engagement to build transparency and trust with your community
- Deploy Progressive Web Applications(PWAs) with custom branding and design
- Build transparency, engagement, and trust with your community

Statement of Intent: CivicPlus affirms our intent to perform the services outlined in Request for Proposal (RFP): Website Development, Management, Hosting Services, and Board Meeting Agenda Management. We have reviewed and understand all elements of the RFP and are prepared to meet the stated requirements and expectations.

Sample Agreement: CivicPlus is amenable to using the District's sample agreement, however, would request revisions as seen on page 49 as a base for negotiations of a final agreement. We look forward to discussing this further.

CivicPlus welcomes the opportunity to discuss our proposed solutions for the District. Please reach out to me and I would be happy to schedule time for the District to meet with myself and my colleagues, who represent the other product solutions proposed herein, to answer any questions you may have about partnering with CivicPlus.

Sincerely,



STEVEN SKOK
Account Manager II
steven.skok@civicplus.com
415.312.4994



Statement of Understanding and Approach

Project Understanding

We appreciate the opportunity to respond to MSWD's Request for Proposal. We understand that the District is seeking a qualified partner to redesign, develop, host, and maintain its official website and meeting agenda management system. Our team is prepared to deliver a modern, secure, ADA-compliant, and mobile-responsive website with an intuitive backend that empowers District staff to manage content efficiently.

We recognize the importance of integrating key functionalities—including board meeting management, ordinance and resolution codification, and comprehensive content control—to enhance usability for both constituents and staff. We are confident in our ability to meet the District's goals and look forward to expanding your existing partnership with CivicPlus and leveraging solutions we have already implemented to better suit your changing needs.

Our Approach and Methodology

CivicPlus' focus will always be to help local governments work better. We invest millions of dollars annually in research and development to continue enhancing and developing solutions for local government. CivicPlus will continue to push out enhancements to improve the user experience for both our customers and their online visitors. Our combination of multiple solutions working together, Web Central CMS and Agenda and Meeting Management Select, are continually updated and will always be on the cutting edge of web technology.

Tailored Functionality and User Experience

CivicPlus will create a flexible, informative website designed to reflect your history and diverse offerings. To help future-proof our customers' web solutions, the CivicPlus Development Team develops software using the Agile development methodology. We currently work in two or three-week sprints with several teams addressing new functionality and services, with additional teams and select members dedicated to software fixes and minor enhancements. Prior to any software update or rollout, all code changes go through an internal testing process, which includes an alpha testing phase, a beta testing phase, and a final release candidate testing phase.



Ongoing Development and Testing

Separate internal servers, isolated from our customer hosts, are used for these various stages of testing. At any time during these testing phases, any member of the CivicPlus team can report an issue that needs to be addressed before rollout, essentially removing the product from the deployment schedule. At this time, the code under review will have to begin the testing phase at the beginning to ensure it completes the entire testing cycle without issue or incident. A separate and isolated testing environment that mirrors our production servers is maintained for internal testing of not only our own codebase, but any updates to the host operating system as well.

All updates are logged and tested prior to rollout to ensure compatibility with our recommended suite of solutions. This ensures that your website evolves with its needs and remains aligned with best practices in web design and functionality. We will also offer training and support to your staff to facilitate smooth operation and maintenance.

Integrated Navigation and Content Management

The website will feature an intuitive navigational system designed for ease of use. CivicPlus will provide a CMS that is easy to maintain, allowing your staff to manage and update content efficiently. Our solution will support dynamic content changes, ensuring that the site remains current and relevant. Your residents can search Web Central and Select simultaneously. Results are presented in a tabbed format so it's transparent where the information is located.

By leveraging CivicPlus' Web Central expertise, the District will achieve a modern, user-centric website that enhances community engagement, supports operational efficiency, and reinforces its mission to provide quality opportunities.

Staffing Plan

After contract signing, the District will be assigned a dedicated project manager who will act as your point of contact to reach out to with questions, concerns, or clarification. We meet with all our customers virtually through email, phone, and video conferencing. Communication between you and your project manager will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software, Cloud Coach, will keep all stakeholders involved and informed.

Your assigned project manager will be there to assist you throughout your implementation process and will be as readily available as possible. While vacations, sickness, and unplanned absences may occur, your project manager will communicate these absences as soon as possible. They will make arrangements to ensure you are always taken care of and that continuous assistance and communication is provided throughout the process. If a staff member can no longer perform work on your project, a new staff member will be assigned to you and you will be notified by your project manager. No changes will occur to your original project timeline. See more on our Key Personnel on page 11.

Our Experience

CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada. Our solutions bring tailored technology and deep local government expertise together in a powerful way to improve the dynamics between people, process, and structure. This concentration has made CivicPlus a leader in government technology that has been selected by Inc. Magazine as "One of the Fastest-Growing Privately Held Companies in the U.S." each year since 2011.

In addition to a great solution, great people are key for a successful project. CivicPlus is a company of amazing people doing amazing things. During your project, a dedicated project team led by your implementation consultant will assist you throughout the development process to ensure your project's success and your complete satisfaction. Our in-house Technical Support Team is available via chat, phone, and email. The District can look at self-service tutorials and user guides on the CivicPlus Help Center. Emergency support is available 24/7/365 for named points of contact.

Discover how we've helped our customers achieve outstanding results. Our professional success stories highlight real-world outcomes and demonstrate the value we bring. Browse these stories to see the impact of partnering with us at www.civicplus.com/case-studies/

Please note that none of the parties shown have agreed to be contacted for reference. For references, please view page 17.





Respondent Overview and Company Qualifications

Respondent Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to develop technology solutions that empower local government staff to manage daily operations efficiently without depending on paper-based processes or complex systems.

Today, CivicPlus provides public sector technology that provides intelligent automation for staff and a unified experience for residents. CivicPlus solutions help increase process efficiency by up to 40%, freeing staff to improve community engagement. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a singular experience for residents and staff.

Our Portfolio Includes:

- Municipal Websites *(Existing Customer)*
- Web Accessibility
- Mass Notification
- Social Media Archiving
- NextRequest
- Recreation Management
- SeeClickFix 311 CRM
- Process Automation and Digital Services
- Agenda and Meeting Management *(Existing Customer)*
- Municode Codification *(Existing Customer)*
- Community Development
- Asset Management
- Utility Billing
- Resident Portal

Contact Information



Primary Contact

Steven Skok, Account Manager II
415.312.4994
steven.skok@civicplus.com



Secondary Contact

Gabriel Bond, Account Executive
gabriel.bond@civicplus.com
785.789.4281



Company

CivicPlus, LLC, a Kansas limited liability company
302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951

civicplus.com



civicplus.com

The Civic Impact Platform

The comprehensive Civic Impact Platform delivers unmatched end-to-end efficiency, supercharging staff impact through intelligent automation, and unlocking collaboration in and across departments. At the same time, this unique platform delivers a truly unified residence experience, delighting residents with a singular profile and single sign-on for friction-free, no-hassle services.

With CivicPlus your team is always change-ready, staying a step ahead of disruption, whether evolving compliance and accessibility requirements, civil emergencies, and more.

IMPACT-LED GOVERNMENT

Impact-led government goes beyond transactional services to create lasting change in communities. By modernizing processes, it uses automation, collaboration, and data-driven insights to help staff work more efficiently and make services more accessible—anticipating needs and addressing challenges before they arise for residents and staff.

The CivicPlus Civic Impact Platform Enables Impact-Led Government Through Five Key Principles:

1. Modernize and connect every function: Work better together through intelligent automation, efficiency, and stronger collaboration.
2. Deliver a singular, personalized resident experience: Replace hassle with friction-free delight, delivering a unified profile and intuitive, consistent experiences.
3. Supercharge staff impact: Boost staff performance with automated tasks, data-driven decisions, and aligned priorities and processes.
4. Strengthen compliance, accessibility, and readiness: Forward-thinking best practices and continuous adaptation to change.
5. Consolidate on a comprehensive, purpose-built platform: Choose solution breadth, eliminate multiple vendors, and gain compounding value over time.

Legal Status

CivicPlus has had no pending or threatened litigation filed against our company within the last five years.

Certifications

Based on the nature of the work outlined in the RFP, our company's current operations typically do not necessitate specific licenses. However, we maintain all standard business and professional certifications required for our industry to ensure compliance and high-quality service delivery.

Should the District identify any particular licenses or permits that are essential for the successful completion of this project, we are fully prepared to work closely with the relevant authorities to secure these. Our team is committed to adhering to all regulatory requirements and ensuring that all necessary documentation is in place to meet your standards and expectations.





Key Personnel and Resumes

Key Personnel Team

From project management to design and development to training and support, a professional and experienced project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Each product being proposed to the District, including Web Central, Select, and Process Automation, will have its own implementation process and dedicated project team to ensure that solution's successful launch.

Further, based on our years of experience administering projects, it has become our policy to assign individual team members at the project start. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that each of your project teams, once assigned, will deliver the attention and effort you need and deserve to deliver a solution that achieves your vision of success.

PROJECT TEAM ROLES – WEB CENTRAL

Project Manager – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope

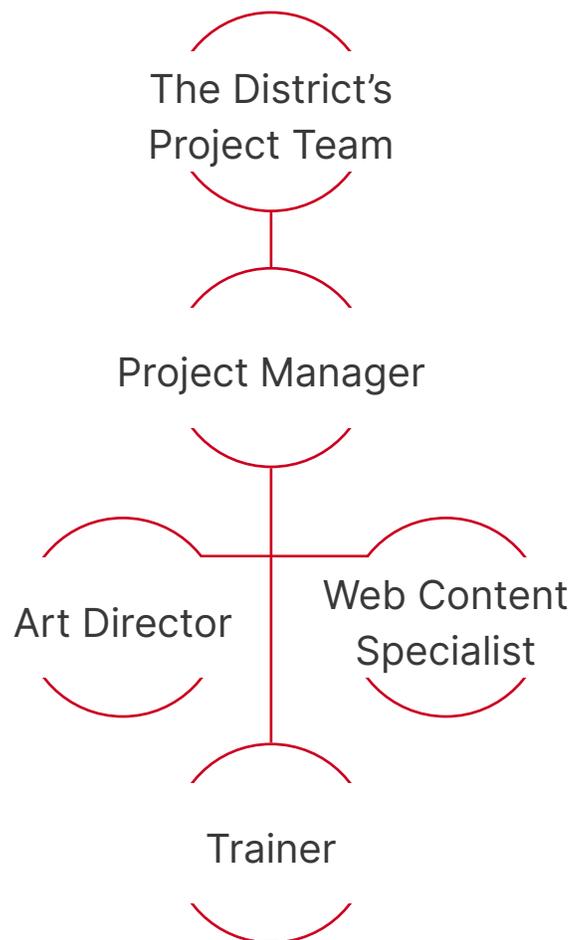
Art Director – Establishes vision for website design, collaborates with graphic design and web development team to create website design to meet your needs, coordinates design application to functioning website

Web Content Specialist – Guides content development process, ensuring application of best practices for usability and accessibility

Trainer – Educates your team to use the Web Central system, demonstrates effective use of tools and functionality

SUBCONTRACTORS

All services required for a successful project are performed in-house so there is no need to subcontract any portion of the project.



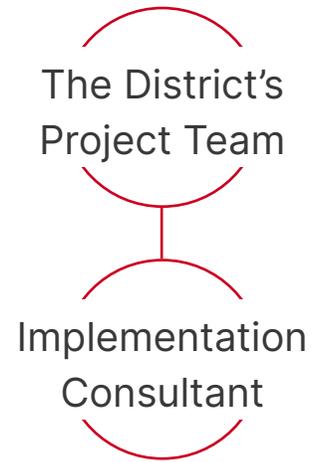
The organization of the project teams for Select and Process Automation are each structured with an implementation consultant. Each solution will have a separate, dedicated implementation consultant fully versed in that solution and with the knowledge to guide you from kickoff to launch.

PROJECT TEAM ROLE – SELECT

Implementation Consultant – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, and ensures requirements are met according to scope. Guides you through configuring the system and provides virtual training on the system

PROJECT TEAM ROLE – PROCESS AUTOMATION

Implementation Consultant – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, and ensures requirements are met according to scope. Guides you through configuring the system and provides virtual training on the system



After Go Live

Once your system configuration is complete, your implementation consultant will ensure that you and your staff are thoroughly trained on your scoped solutions. After go-live, your dedicated customer success manager and our award-winning Technical Support team will support your strategic goals long term.

Customer Success Manager – Partners with you after the launch of your agenda management system to provide you with further information on how to utilize your new system

Technical Support – Answers your technical questions 7 a.m. to 7 p.m. CST by phone and email, as well via emergency services after regular hours



Key Personnel Leaders Resumes

Our expert team leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond. While we do not provide their direct phone numbers, see below for our leader's expertise and roles to help our customer's succeed.



BEN SEBREE

**Senior Vice
President of
Portfolio Product
Strategy**

Ben is responsible for guiding the strategic vision of CivicPlus' portfolio, ensuring it evolves to meet the dynamic needs of local governments and their communities.

Education – BS Management Information Systems and Human Resources and a Master of Business Administration

Resume – Chairperson of the Board for Flagship Kansas and as an Advisory Board Member for Kansas State University's Computer Science Department

15+ Years Experience – Software development and leadership, Product Strategy and Research & Development



**WILL
RICKENBACK**

**Director of
Professional
Services**

Will oversees the teams responsible for creating your Web Central website to ensure you are satisfied with your end product and implementation experience. This includes our implementation team managers, project managers, art directors, and web content specialists.

Education – BA Economics, BS e-Business Administration

Resume – Creative & Development Director, Operations Director, Project & Product Management

20+ Years Experience – Professional Services Leadership, Account Management, Customer Service Leadership





JEREMY WILSON

**Senior Director of
Customer Success**

Upon launch of your website to the public, Jeremy will assign a customer success manager to your account. Your dedicated customer success manager will partner with you to create an ongoing strategy to better engage your residents by utilizing the tools and products that CivicPlus has to offer.

Education – BS Political Science

Resume – Assistant Manager of Account Management, Solutions Specialist

15+ Years Experience – Customer Service, Leadership Sales, Team Building



JIM FLYNN

**Director of
Information Security**

Jim has been with CivicPlus since 2009 and uses his over 20 years of IT and security data management experience to manage the security and hosting reliability for our thousands of customers. Jim has been at the forefront of cybersecurity strategy and leadership, protecting local governments from the continually evolving cyber threats that exist today.

Education – BA Computer Information Systems

Resume – Chief Systems Architect, Information Technology Director, Software Engineer

20+ Years Experience – Cybersecurity, Hosting, Network Infrastructure, System and Software Architecture



AMANDA WRIGHT

**Implementation
Team Select**

Amanda leads the project managers, implementation consultants, and analysts who make up your Agenda & Meeting Management Implementation Team. This team oversees the implementation of your software from contract signing through launch and ensures your experience with CivicPlus is positive and impactful.

Education – BS Hospitality Management; Minor Business Administration; Minor Leadership Studies

Resume – Program Manager; Brand Director; Event Producer

10+ Years Experience – Project Management; Process Optimization; Leadership





Relevant Project Experience and Client References

Relevant Experience

CivicPlus is committed to delivering high-quality results and will strive to meet all RFP requirements unless otherwise specified or contradicted in our proposal. We will work closely with your team to find feasible solutions and ensure the project's success. Our experienced team, robust project management practices, and proactive communication will help us address any potential issues promptly and effectively. As the development of your project is a collaborative effort, we intend to discuss in detail the full scope of work to ensure that we fully understand your needs and expectations in order to provide you with the best possible experience.

We surpass the requirement of a minimum of three (3) years of experience within the past five (5) years, operating under a legally registered business name, in providing website design, development, hosting, and support services of similar type and scope as outlined in the Scope of Services (Exhibit A).

We have not filed for bankruptcy under any business name within the past five years.

Please see our response to the Contractor's Qualifications Statement as provided in Exhibit D located on page 61 as required in the Proposal Format.

Key Differentiators

Civic Impact Platform

Thousands of high-performing civic leaders rely on CivicPlus as their trusted partner for Impact-Led Government. With CivicPlus, leaders can finally overcome the perpetual tradeoff between the demand for better services and the realities of operational resources, leveraging the unique Civic Impact Platform to deliver both unmatched end-to-end automated efficiency and truly unified, delightful resident experiences.

Community

CivicPlus users have their own social network, CivicPlus Connection. Connect with more than 12,000 customers to share ideas.

Future

Our development staff will stay by your side, rolling out new features, new applications, and new suggestions so you can better serve your community.



References

PLUMAS COUNTY, CALIFORNIA

countyofplumas.com

Melodie Sylvia, SAAS Systems Administrator

Email: melodiesylvia@countyofplumas.com

Phone: 530.283.6147

Services Performed and Outcome: Web Central Ultimate, Acquia Optimize Accessibility, Platform IdP Integration, Agenda and Meeting Management Select, Codification and Online Hosting, Social Media Archiving

Duration of Project: Sept 2018 - May 2019, June 2022 - Oct 2022 and June 2023 - Nov 2023



FOREST GROVE, OREGON

forestgrove-or.gov

Stephanie Fleischer, Communications and Program Manager

Email: sfleischer@forestgrove-or.gov

Phone: 503.992.3298

Services Performed and Outcome: Web Central Premium, Agenda and Meeting Management Select, Recreation Management

Duration of Project: July 2021 - Oct 2021, June 2023 - Jan 2024, and June 2023 - March 2024



POUGHKEEPSIE, NEW YORK

cityofpoughkeepsie.com

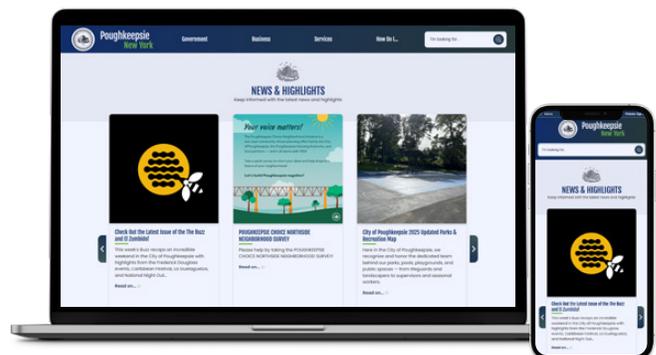
Al Gernhardt, Microcomputer Services Supervisor

Email: agernhardt@cityofpoughkeepsie.com

Phone: 845.451.4024

Services Performed and Outcome: Web Central Premium, Acquia Optimize Accessibility, Agenda and Meeting Management Select, SeeClickFix 311 CRM, Process Automation and Digital Services, NextRequest Records

Duration of Project: May 2020 - Oct 2021, Feb 2024 - Dec 2024, July 2024 - Dec 2024, Dec 2024 - Jan 2025, and Jan 2025 - April 2025



GREEN BAY, WISCONSIN

greenbaywi.gov

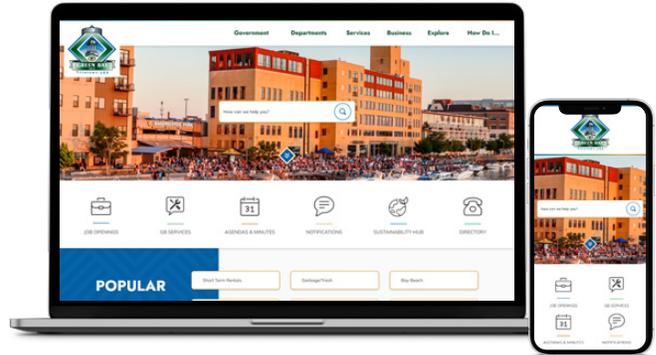
Shelby Edlebeck, Software Support Specialist

Email: shelby.edlebeck@greenbaywi.gov

Phone: 920.448.3207

Services Performed and Outcome: Web Central Premium, Platform IdP Integration, Agenda and Meeting Management Select, Social Media Archiving, Process Automation and Digital Services, Codification and Online Hosting

Duration of Project: Dec 2017 - April 2018, Dec 2022 - Aug 2023, and Dec 2023 - Feb 2024



BOWIE, MARYLAND

cityofbowie.org

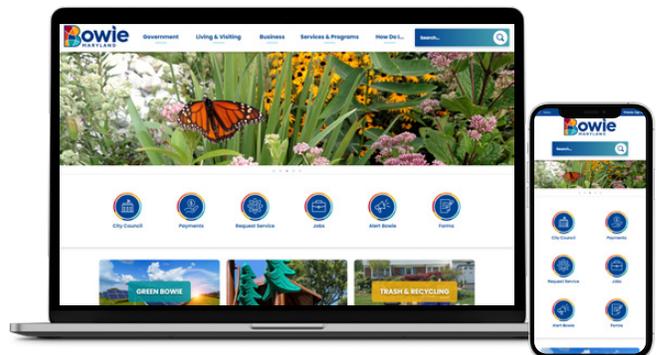
Una Cooper, Communications Director

Email: ucooper@cityofbowie.org

Phone: 301.809.3032

Services Performed and Outcome: Web Central Ultimate, Agenda and Meeting Management Select, Social Media Archiving, Asset Management

Duration of Project: July 2021 - April 2022 and May 2022 - December 2023



CHICKASHA, OKLAHOMA

chickasha.org

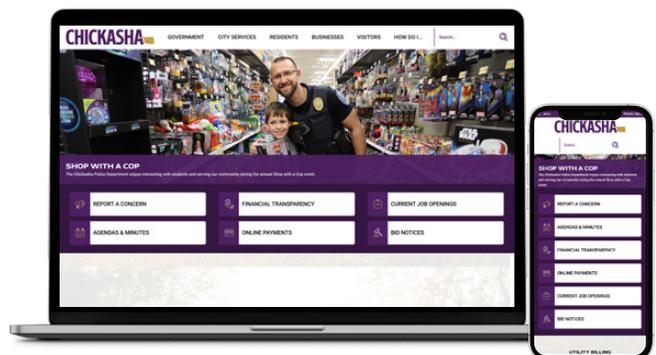
Shae Mortimer, Marketing & Civic Engagement Manager

Email: shae.mortimer@chickasha.org

Phone: 405.222.6021

Services Performed and Outcome: Web Central Ultimate, Agenda and Meeting Management Select, Live Meeting Manager, CivicPlus Media, Codification and Online Hosting

Duration of Project: Dec 2018 - Sept 2019, July 2019 - June 2020, and June 2024 - Dec 2024



civicplus.com



Technical Approach & CMS Capabilities

CMS Features & Functionality

Web Central is a comprehensive content management system designed to help local governments build websites that connect with residents effectively. With configurable layouts, simplified content management, and integrated tools for communication and resident self-service, CivicPlus websites streamline the timely delivery of essential information and services. This empowers local governments to consistently provide positive civic experiences for residents and peace of mind for staff with streamlined communication processes.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules & Widgets

RESIDENT ENGAGEMENT

Web Central offers many effective and easy-to-use resident engagement features. These tools easily integrate with the other key features.

Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Blog – Post opinions/information about various community topics and allow resident comments and subscriptions.

Calendar – Create multiple calendars and events to inform residents of upcoming activities that are viewable by list, week, or month.

Submit Requests and Report Issues – Allow residents to report a problem or submit requests through our easy Form Center module. For advanced service request management functionality to intake resident submissions via web portal, our integrated SeeClickFix 311 CRM Starter product is available as an add-on.

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

News – Post news items and keep your residents up to date on important information via News Flash.

Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

Photo Gallery – Display photos of parades, local sporting events, or historical locations through albums or slideshows. Users can vote on favorites or share via email and social media.

Pop-up Modal – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.



CONTENT MANAGEMENT

Web Central comes fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Archive Center – Manage and retain serial and older documents.

Document Center – Organize and manage documents in one central repository.

Public Images – Store all your images in one central location, to utilize individually or create slideshows on your site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.

Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.

Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

Quick Links – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

Resource Directory – Use the Resource Directory to showcase information on local businesses and/or community resources.

Staff Directory – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

DEPARTMENT-SPECIFIC

There are several function-specific features and modules for government departments. These tools are integrated into the Web Central CMS and offer the ability to complete multiple steps in one action.

Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.



Bids – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.

COMMONLY USED WIDGETS

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.

Custom HTML Widget – Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

Image Widget – Add images to a page.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget – Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

Administrative Features

The administration of your Web Central website is browser-based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

Administrative Dashboard – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

Content Scheduling & Versioning – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items – Administrators have access to a queue of pending items to be published or reviewed.

Website Statistics – Provided website analytics for analysis.

USER-FRIENDLY FEATURES

Not only is Web Central easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

Automatic Alt Tags – Built-in features assist with ongoing ADA compliance of your website.



Credit Card Processing – Web Central is integrated with select external payment processors to accept payments on your website (separate agreement must be made directly between you and the supported external processor of your choice). Additional fees apply.

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

Link Redirects – Instead of sending your users to <https://www.civicplus.com/blog/ce/government-website-awards-city-county-municipal/>, you can send them to <http://civicplus.com/awards>.

Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget.

Mega Menu – A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words are kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

Social Media – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

Translation – Integration with Google Translate translates web pages into over 100 languages.

ACCESSIBILITY COMPLIANCE

With more than 1 in 4 (~28.7%) adults in the United States living with a disability, CivicPlus helps governments ensure that critical resources are available to all residents. Our commitment to accessibility is visible through VPATs and third-party audits that can confirm you're working with a trusted and experienced partner. Our multi-faceted approach sets you up for success:

- CivicPlus Municipal Websites are delivered inclusive by design meeting WCAG 2.1 accessibility standards at time of launch.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up to date with the latest ADA/WCAG standards.
- Your staff can use the Accessibility Checker included within the CMS to scan content created in the editor for accessibility issues so you can correct them before publishing.



- Any new regulations that require code changes are reviewed by our product team at least quarterly. Depending on the regulation, our product team plans and executes necessary changes with no additional effort required from you.
- Our product team updates our best practices and provides regular updates to customers via the CivicPlus website, blog articles, webinars, and other publications.

Additionally, CivicPlus offers an extensive suite of accessibility tools, including industry-leading integrations to help customers maintain compliance and prepare for the transition to WCAG 2.2. Due to the dynamic nature of website content updates, ongoing accessibility solutions can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides three long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges:

- AudioEye Managed: Accessibility tools and services for WCAG 2.2 compliance (included in your scope)
- Acquia Optimize: Website Governance & Compliance Tools (details can be provided upon request)
- CommonLook Document Remediation (details can be provided upon request)

AudioEye for Websites

CivicPlus is the exclusive local government provider of AudioEye’s full-service accessibility offering. AudioEye’s industry-defining digital accessibility hybrid offering helps deliver website remediations efficiently and affordably for organizations of all sizes. The AudioEye platform leverages a decade of investment in advanced technology supported and informed by a team of dedicated IAAP-certified professionals to help deliver improved access to the web conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

AudioEye

- Proprietary automated testing suite
- Detect Section 508 and WCAG 2.2 Success Criteria violations
- AudioEye engineers remediate accessibility issues
- Compliance monitoring
- Manual technical analysis and usability testing
- AudioEye Accessibility Help Desk with Personalization Tools

AudioEye Managed

- Provides complete digital accessibility compliance auditing and resolution
- End-to-end digital accessibility compliance testing, resolution, validation, and monitoring
- Combines subject matter experts with technology—a team of engineers and manual testers to ensure issues of accessibility are fixed and stay fixed

AudioEye Accessibility Help Desk with Personalization Tools

- Fully customizable user experience
- Tailored to individual needs regardless of device type, language preference, or preferred method of access

AudioEye Trusted Certification



The AudioEye Trusted Certification represents a commitment to accessibility and digital inclusion.

www.fcc.gov is AudioEye Trusted.

The AudioEye web accessibility certification process involves automatic and manual testing with the goal of identifying and resolving access barriers, conforming with the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG) 2.2 Level AA Success Criteria, and ensuring an optimal user experience for all users, regardless of their individual abilities.



- Users can customize the visual display of the website, the toolkit provides instant personalization
- 24 Hour Help Desk provides accessibility answers from accessibility experts

Digital Accessibility Platform

- Software as a Services (SaaS), API-first technology
- Offers end-to-end compliance auditing
- Ability to spider, scan, and diagnose entire websites, single blocks of code, and content delivered via API
- Offers flexible resources for proper identification and remediation of the detected issues



Platform Identity Provider (IdP) Integration

More often, local government IT teams are looking to implement single sign-on (SSO) functionality to simplify user access to all web and cloud-based applications without requiring individual authentication. The CivicPlus' Platform IdP Integration capabilities provide local governments with the following conveniences:

- Faster and easier access to vital third-party solutions that integrate with your CivicPlus unified applications, such as CivicPlus' Municipal Websites, Recreation Management, and Agenda and Meeting Management Select
- Reduced password and account maintenance
- The ability to log into your CivicPlus software accounts from any device with an Active Directory username and password
- Auto-account generation
- Group syncing
- Customization of the design of your active directory login page

We offer integration with Microsoft's Entra ID (formerly Azure AD), Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

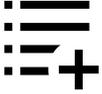
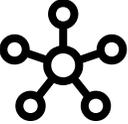
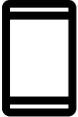
Process Automation and Digital Services Features & Functionality

SERVE YOUR RESIDENTS ONLINE, NOT IN LINE

Gone are the days of paper processes and manual workflows. Instead, today's residents expect on-demand digital access to their local government, which means administrations need customizable, scalable, easy-to-implement tools to meet these expectations.

CivicPlus' Process Automation and Digital Services solution lets you automate tasks and daily processes to free up more time to govern, serve, and operate your administration. It also allows you to provide resident-facing digital services, increasing revenue and reducing time spent by both staff and residents.



	<p>Ready-to-Use Form Templates for Departments</p> <p>We offer over 150 common form templates pre-built and ready to implement, customize, and deploy instantly. Get your most common resident and staff requests online fast.</p>
	<p>Create a Seamless Government Experience</p> <p>Make transactions easier for your residents and staff with online payments, e-signature, and digitized documents and processes. Allow residents to access the services they need from anywhere, on any device.</p>
	<p>Integrate Critical Systems</p> <p>Use our tools and out-of-the-box API integrations to connect your software systems, automate data flow, and more efficiently streamline your processes.</p>
	<p>Accessible Forms</p> <p>Replace your inaccessible and non-compliant PDFs and move to online forms to better serve all your residents with equitable access and services.</p>
	<p>Build Mobile App Solutions with No Coding</p> <p>Non-technical staff can create progressive web applications (PWAs) using easy drag-and-drop functionality.</p>
	<p>Customize and Configure Approval Workflows</p> <p>Automatically route requests and applications to departments across your municipality for review and processing.</p>

Select Features & Functionality

Select 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 Pro package includes the most frequently used functionality to manage your agendas and meetings. You'll be able to seamlessly create agendas with the ability to assign an item status and use configurable workflows to help manage your internal processes. Built-in integrations and a suite of APIs make working with other internal applications easy. 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
- » Enhanced Analytics for Data Visibility
- » Field-level versioning
- » Single sign-on via the CivicPlus Platform
- » Integrated code of ordinances
- » Secure Cloud-Based Hosting
- » Automatic Updates
- » Customer-Defined Roadmap
- » Built-in integrations with Dropbox, Microsoft's One Drive, Google Drive, Laserfiche, Zoom, and API availability (additional fees may apply)

Agenda Management

FLEXIBLE, PERSONALIZED DESIGNS

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

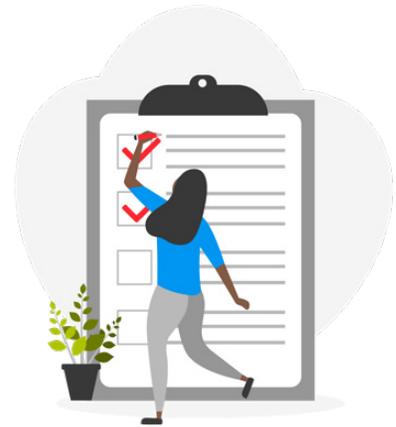
EFFICIENTLY MANAGE AGENDA PACKETS OF ANY SIZE

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 rennumbers 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.



Item Management

CREATE AGENDA ITEMS AND STAFF REPORTS IN SECONDS

An easy-to-use item entry allows staff members to enter agenda items, upload attachments, and collaborate with each other to make items meeting ready. 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.

MANAGE THE MEETING READINESS OF ITEMS

Update item statuses (approved, in-progress, tabled, etc.), assign tasks to staff members to update item content and attachments, leave comments on items, and be notified when changes are made to items.

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.

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, 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.

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 published meeting content 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

FEATURES

- 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
- Mobile-responsive
- Custom branding
- Side-by-side agenda and video display with CivicPlus Media live streaming and on-demand video service
- 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
- Integrated live or on-demand video with timestamps to easily jump to desired content
- Optional public commenting forum
- Easily jump to past, current, upcoming events with an embedded calendar and continuous scrolls

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 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.

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 and YouTube



- 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

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

Minutes Module

AUTOMATED MINUTES SETUP

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

KEEP UP WITH THE MEETING ACTION

Meetings move fast. 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.



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 timestamps for the accompanying video during the live meeting. Additional fees apply.

EXAMPLES OF MEANINGFUL CIVIC IMPACT INTEGRATIONS

The following are examples of integrations between the CivicPlus Agenda and Meeting Management Select with other CivicPlus solutions and tools.



CivicPlus Resident Portal

THE NEXT EVOLUTION IN DIGITAL RESIDENT ENGAGEMENT

CivicPlus Portal is a mobile-friendly, personalized online hub from which residents can quickly, easily, and securely obtain information, access resources, discover services, complete transactions, and interact with their local government administration. It is the public gateway to the Civic Impact Platform, empowering resident self-service from one central location for everything from submitting forms, referencing recent legislation, and engaging with public meetings to managing individual alert and notification preferences.



Personalized Resident Benefits:

- One username, password, or popular platform-enabled single sign-on (via Facebook, Google, Microsoft, or Apple) to securely manage their user profile and interact with all their government resources and information.
- A personalized, customizable dashboard that serves as the launchpad to save frequently accessed digital services, view past interactions, bookmark frequent payment options, and stay up to date with featured, meaningful content.
- Anytime, anywhere access from any device.
- Enabling self-service form viewing, submission, and payments to support a variety of digital transactions from parking permits and business licenses to pet adoptions.
- Easy management of individual communication preferences related to routine and emergency alerts, website newsletters, and agenda & meeting notifications from one single view.
- A centralized hub to submit and track requests, such as public records requests, non-emergency issues, and code enforcement complaints and violations.

Staff and Administrator Benefits:

- A low-maintenance tool for administrators to easily spotlight information, share content, and link to services to further promote local government initiatives while improving public transparency and trust.
- Ability to consolidate digital services from multiple CivicPlus and third-party solutions into one intuitive, accessible, and responsive interface.
- Consolidation of siloed alerts and notifications from the variety of solutions you control into a single view residents to sign up for and manage.
- Localization of cross-department payments and forms in one place, including those from CivicPlus and third-party solutions, enhancing residents' convenience for increased payments and engagement.
- Multi-factor authentication options and optimized for security and accessibility.



Continuing Services



AWARD-WINNING

CivicPlus has been honored with four Gold Stevie® Awards, eight Silver Stevie® Awards, and eleven Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our Web Central customers. It reflects our commitment to:

Connection – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.

Direction – Customers will have the opportunity to provide targeted input on the future direction of the Web Central roadmap and will be able to submit ideas for improvements and enhancements.

MAINTENANCE

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches



Web Central Guardian Hosting & Security

In today's digital era, local governments require a hosting solution that not only meets their needs but exceeds their expectations. Our Enterprise Level Hosting Solution is designed with local governments in mind, offering unparalleled DDoS protection to safeguard your digital infrastructure from the most aggressive cyber threats. With our state-of-the-art security measures, you can ensure the continuity of critical services, even in the face of sophisticated attacks.

Moreover, we understand the importance of building resident trust through consistent and reliable service availability. That's why we guarantee a high availability of ****99.9% uptime****, ensuring your services are accessible when your residents need them the most. This commitment to uptime translates to less than 8.76 hours of potential downtime annually, demonstrating our dedication to maintaining your operations without interruption.

Data Center	<ul style="list-style-type: none"> • Redundant Power Supply • Uninterruptible Power Supply (UPS) Systems • Enhanced Cooling Infrastructure • Diesel Engine Generators • Energy Storage 	<ul style="list-style-type: none"> • Redundant HVAC Systems • N+1 Redundancy • Fully Redundant Network • System Monitoring – 24/7/365
Security	<ul style="list-style-type: none"> • Web Application Firewall (WAF) Protects Against SQL Injection, Cross-Site Scripting, & Other Threats • OWASP Modsecurity Core Rule Set Guards Against OWASP Top 10 Vulnerabilities • Server Management Services Ensure Smooth Operation & Optimal Performance • Regular Software Updates & Security Patches • Antivirus Management & Updates Protect Against Malware • Continuous System Monitoring for Health & Performance 	
Performance	<ul style="list-style-type: none"> • Regional Content Delivery Network (CDN) Distributes Cached Content to Minimize Latency & Enhance Reliability • Server-Side Caching with Regional CDN Improves Page Load Times & Content Delivery • Unparalleled Browsing Experience for Users on Your Website or Application 	
Hosting	<ul style="list-style-type: none"> • Enhanced Security and Compliance • CMS software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches 	<ul style="list-style-type: none"> • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Disaster Recovery	<ul style="list-style-type: none"> • Emergency After-Hours Support, Live Agent (24/7) • Online Status Monitor by Data Center • 8-Hour Guaranteed Recovery Time Objective (RTO) • 24-Hour Guaranteed Recovery Point Objective (RPO) • Pre-Emptive Monitoring for Disaster Situations • Multiple, Geographically Diverse Data Centers 	
DDoS Protection & Mitigation	<ul style="list-style-type: none"> • Cloudflare's Reverse Proxy to Protect Your Network • Access to Advanced Tools that Defend Against DDoS Attacks • Utilize Cloudflare's Massive Network Capacity of 30 Tbps • A Skilled Team is Always Ready, 24/7, to Stop Any Attacks on Your Digital Assets 	



Process Automation 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 is unparalleled.

AMAZON S3 (AWS)

Your information and data are in secure hands with AWS in our Ohio AWS Availability Zone. Amazon S3's web service interface allows you to store and retrieve any of your data, at any time, from anywhere on the web. It gives you access to the same highly scalable, and reliable, data storage infrastructure Amazon uses to run its own global network of websites.

The District can easily manage the AWS features to organize your data and configure finely tuned access controls to meet your specific business, organizational, and compliance requirements. Amazon S3 is designed for 99.999% of durability, and stores data for millions of applications for companies all around the world.

Amazon S3 secures your data from unauthorized access with encryption features and access management tools and allows you to block public access to all of your objects at the bucket or the account level if needed.

AROUND-THE-CLOCK PROTECTION

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' solutions.

Select Hosting & Security

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.





Training, Support, and Engagement Execution Plan

Web Central Implementation

Training Resources

While other companies may show you the fields and the steps needed, our trainers know the business processes behind the work being done on the website and they help customers understand the process and steps they need to complete from start to finish. We teach users how to use the system, how to leverage it to increase department efficiencies, and how to increase resident engagement.

Our goal isn't just to train your staff, but to increase the use of the website, reduce incoming call volume and walk-ins, and help internal staff to maintain it the easiest way possible all while ensuring your website remains service-oriented and resident-focused. We also teach best practices, ADA requirements, image optimization, and much more.

IMPLEMENTATION TRAINING

A CivicPlus trainer will deliver virtual training to all web administrators and departmental users within CMHA and equip them with the necessary knowledge and tools they need in order to maintain the new Web Central Starter website. Your staff will leave training proficient in best practices and module usage, as well as how to use widgets and edit their web pages.

OPTIONAL TRAINING

CivicPlus does offer refresher training after your website launches. These can be purchased as a one-time refresher, or on a recurring, annual basis.

ONLINE, SELF-SERVICE 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. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics.

Post Launch Support Structure

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. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Web Central.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.



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 who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

Project Execution and Timeline

Design creation, content development, configuration for usability and accessibility, dedicated training—CivicPlus delivers all of this and more during the development of your new website.

A typical ultimate project ranges from 16 – 28 weeks. The District's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach.

PHASE 1: INITIATE	2-4 Weeks	<ul style="list-style-type: none">• Project Kickoff Meeting• Planning & Scheduling
PHASE 2: ANALYZE	4-6 Weeks	<ul style="list-style-type: none">• Customer Deliverable Submission• Design Discovery Meeting• Content Process Meeting• Layout & Proposal
PHASE 3: DESIGN & CONFIGURE	6-10 Weeks	<ul style="list-style-type: none">• Design Concept Development• Design Concept Meeting• Content Development• Agendas & Minutes Migration• Website Completion
PHASE 4: OPTIMIZE	1-2 Weeks	<ul style="list-style-type: none">• Website Finalization
PHASE 5: EDUCATE	1-2 Weeks	<ul style="list-style-type: none">• Training Engagement
PHASE 6: LAUNCH	2-4 Weeks	<ul style="list-style-type: none">• Launch Confirmation Meeting• Website Launch



MSWD Staff's Role During Implementation

To help create the strongest possible website, we will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

Stakeholder Communication Strategy

Communication between you and your Web Central team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work



The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Phased Approach

PHASE 1: INITIATE

Project Kickoff – During this initial meeting, your project manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.



PHASE 2: ANALYZE

Customer Deliverables – The District will be responsible for submitting deliverables as outlined.

Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting – Meet with your project manager and web content specialist to detail our content development process.

Layout & Color Proposal – A custom layout in greyscale format and recommended color palette will be created by your art director, to which you'll have the ability to review and provide feedback and approval.

PHASE 3: DESIGN & CONFIGURE

Design Concept Development – You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your project team on any feedback and then final approval.

Content Development – Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, Web Central website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration – The Content Development team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion – The District will receive a completed production website featuring your approved design combined with the finished content.

PHASE 4: OPTIMIZE

Website Finalization – Both the Web Central project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production website, as well as ensure overall satisfaction with your website.

PHASE 5: EDUCATE

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration, and you can obtain hands-on knowledge from our Gold Stevie® Award winning external training and consulting team.

In addition, your trainer will go into a deep dive of the department-specific software modules such as Facilities and Activities with Parks and Recreation, Jobs with HR, and Bids with Procurement in your Advanced User Training.

PHASE 6: LAUNCH

Website Launch Confirmation Meeting – Your Web Central project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.



Ultimate Package Designs

You'll meet with your art director to discuss your website vision and build your custom layout. We will then collaborate with you to create a custom design that represents your community. We will focus on including the functionality to meet your website needs, including an option for up to three Advanced Design Components, if desired. Advanced Design Components provide next-level user engagement by leveraging the latest design enhancements in the Web Central product. Your art director will help you choose the components that work best for your website goals and desired site maintenance level.

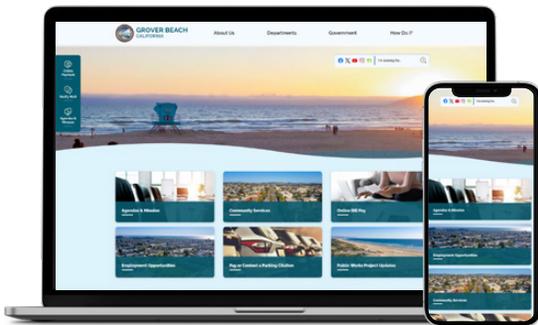
LAYOUT & COLOR PROPOSAL

Your project team will present a custom color proposal reflecting the colors and/or imagery that will set the tone for your design. A color proposal is a collection of colors and/or images used to align the visual direction of the project.

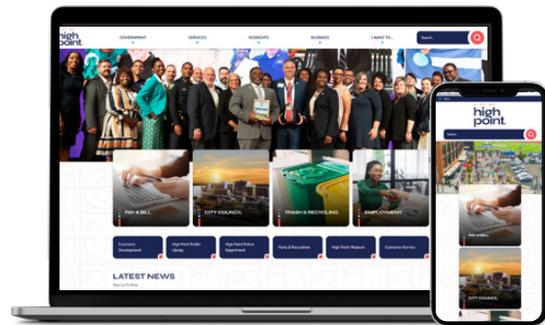
This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application. Aligning project goals and design through the layout proposal ensures a timely and efficient implementation of your Web Central website. Once approved, the layout and color proposal will be used to guide the design concept for your website.

DESIGN EXAMPLES

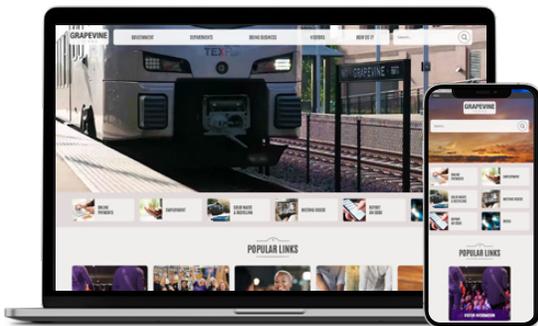
The included design portfolio will provide you with an idea of the different directions we can take your creative design with the ultimate implementation package.



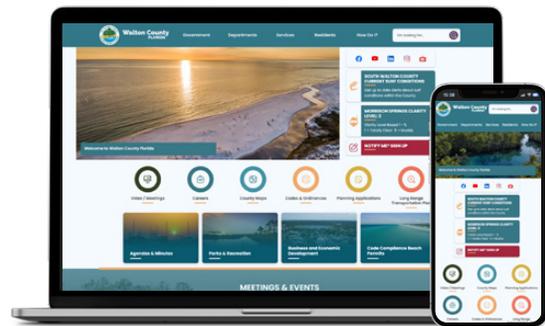
Grover Beach, CA
grover.org



High Point, NC
highpointnc.gov



Grapevine, TX
grapevintexas.gov



Walton County, FL
mywaltonfl.gov



Process Automation Implementation

Post Launch Support Structure

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. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your new solution.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

See more on our CivicPlus Help Center and Continuing Partnership support on page 37.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour initial response during business 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)

Project Execution and Timeline

Design creation, content development, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new system. A typical project timeline ranges from 3-6 weeks. Your exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, customer deliverable return and completion, approval dates, and other factors.

PHASE 1: INITIATE	1-2 Weeks	<ul style="list-style-type: none">• Project Initiation & Customer Deliverables Identified• System Creation & Configuration
PHASE 2: DESIGN & CONFIGURE	1-4 Weeks	<ul style="list-style-type: none">• Customer Identified Deliverables Due• Standard Training & Consulting Engagements• Branding & Design Development• Form Development• Technical Implementation (Structure & Workflow)
PHASE 3: LAUNCH	1 Week	<ul style="list-style-type: none">• Launch Assistance & Project Close



Stakeholder Communication Strategy

SYSTEM SETUP

The CivicPlus team will document your process workflow, and will work with your team to provide the following:

- System set up and user configuration
- Form development (from template library or custom)
- Apply graphics in a logo/icon and banner
- User Training

Phased Approach

PHASE 1 - INITIATE

- Your Implementation Consultant will meet with you to initiate the project and schedule any training and consulting engagement(s) needed
- The Implementation Consultant will also create and configure your system per package specifications

PHASE 2 - DESIGN & CONFIGURE

- All deliverables identified are submitted by customer
- The Implementation Consultant will provide required system configuration, training, and consulting
- The CivicPlus design team will apply branding elements and complete CSS styling
- The content development team will develop included template (or custom) forms in your portal
- CivicPlus implementation team members will customize the technical structure and/or workflow of your system and finalize

PHASE 3 - LAUNCH

- Your new system launches to the public
- Your Implementation Consultant closes out the project

Select Implementation

Training Resources

Our training schedule is customized based on the District's needs and typically consists of multiple sessions spread over a few weeks. Training goals include familiarizing users with the solution's features, workflows, and administrative tools. By the end of training, participants should be proficient in using system features effectively. The training concludes with a feedback session to address any remaining questions or issues.



TRAINING

Up to Four 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.

Our training team provides multiple training sessions along with testing access to ensure your team is positioned for a seamless transition to an electronic agenda management process.

- **Basic Administrative Training** – The initial training available to system administrators provides a high-level walkthrough of the agenda process and available tools. This session provides system administrators with the baseline knowledge needed to manage agendas.
- **Advanced Administrative Training** – The follow-up administrative training builds on the basic training session. We provide in-depth explanations on system capabilities and discussion of other available functions.
- **Standard User/Approver Training** – The user training session will prepare your staff for using the electronic management tools, which includes item management and approval workflows.
- **Video Tutorials** – The video repository includes tutorials covering several commonly asked questions and basic functions within the system. All users can access video content directly through the module.

We find that hands-on experience with the system, prior to your go-live date, is the best way to ensure that administrators and users are comfortable with the electronic management process. Your staff will be given the opportunity to access the system and manage a mock-agenda.

Support is available throughout all implementation phases and after your go-live date.

User Acceptance Testing

METHODOLOGY AND CRITERIA FOR SUCCESS

After the initial configuration of the system and the first board, we will meet with you to perform our First Look Training. The First Look Training will teach the administrators of your system how to navigate the User Menu (user preferences and system settings), create events, create agendas, add or remove items from agendas, and set up your approval routing, if you utilize one.

After the First Look Training is completed, the Implementation Consultant will explain the expectations for User Acceptance Testing. We ask that you test your system by creating five events, creating five agendas, and adding or removing one item from each agenda you create.

Upon the completion of these testing scenarios, the representatives from your project team will work with our Implementation Consultant to troubleshoot any issues your team may have come across during testing and to gather any revisions that need to be made to your first board. If any issues were found during testing, these issues will be addressed and we will move into the next phase of our implementation methodology.



RESPONSIBILITIES OF DISTRICT STAFF

Your staff will be responsible for testing the initial configuration of the system and your first board. They will do so by attending a high-level administrator training followed by one business week for testing. During the testing period, they will be asked to create five events, create five agendas, and add or remove one item from each agenda they create.

Upon the completion of these testing scenarios, your staff will work with our Implementation Consultant to communicate any issues that were discovered during testing, whether it be with the system or the board we have created for you. Following the resolution of those items, your staff will be asked to provide any additional agendas, item reports, or minutes that you wish to have us develop. This will signify the completion of User Acceptance Testing and we will move forward with the training of your non-administrator users.

Ongoing Training and Support

All Select customers have access to self-serve training resources via a comprehensive, online Help Center with articles and walk-through tutorials and imbedded in-application guides. Each Select customer is also assigned a dedicated Customer Success Manager who will provide you with continued service to ensure your long-term success and growth.

Finally, CivicPlus produces blogs, webinars, and other content from industry experts on topics related to local government such as “Best Practices for Hosting Virtual Meetings” and “A Comprehensive Guide to Digital Accessibility for Local Government”.

Post Launch Support Structure

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. CivicPlus’ support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Select.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus’ support teams available for urgent requests.

See more on our CivicPlus Help Center and Continuing Partnership support on page 37.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour initial response during business 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)



Project Execution and Timeline

14 - 16 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.

<p>PHASE 1: INITIATE</p>	<ul style="list-style-type: none"> • Project Kickoff and communication including timeline, deliverables, and an implementation questionnaire to capture details for your configuration
<p>PHASE 2: ANALYZE</p>	<ul style="list-style-type: none"> • Choose and build presets from our Design Library to create Agenda, Minutes, and Item/Staff Report designs
<p>PHASE 3: DESIGN & CONFIGURE</p>	<ul style="list-style-type: none"> • Configuration of designs • Configuration of up to 10 boards • Configuration of up to 10 meeting types • Configuration of up to 10 approval workflows • Configuration of up to 1 item/staff report
<p>PHASE 4: OPTIMIZE</p>	<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 • Configuration is completed and handed off for review, testing, and feedback • Configuration adjustments made per submitted feedback
<p>PHASE 5: EDUCATE</p>	<ul style="list-style-type: none"> • Live, virtual training sessions are conducted within configured site
<p>PHASE 6: LAUNCH</p>	<ul style="list-style-type: none"> • First Live Meeting and System Launch • Access to live chat features, Technical Support and introduction to Live Care

Stakeholder Communication Strategy

Implementation & Support Experience Designed for You

The Select Implementation Team has 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 Standard Implementation Package is the perfect fit for customers who want to improve manual, inefficient agenda and meeting processes. You will choose presets from our Design Library to create simple Agenda, Minutes, and Item/Staff Report designs.

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 One Hour 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 agenda, minutes, and item/staff report designs and discuss the configurations that will be made to ensure your workflows match your current agenda and meeting processes.

DESIGN CONFIGURATIONS

We will configure the following consistent with your Design Library selections:

- One Agenda Design with both two Section Designs and two Item Designs per Agenda Design
- One Minutes Design with two Discussion Designs
- One Item/Staff Report Design with up to eight system default fields

Additional design configurations and approval workflows can be purchased as needed. For no additional cost, Approval Workflows can be created from scratch and Meeting Types can be duplicated and modified—while still making use of existing designs—by administrative users at any time using Help Center resources.





Insurance Documentation

Insurance Documentation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 32 Old Slip 29th Fl New York NY 10005		CONTACT NAME: Tyler Takahashi PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Tyler.Takahashi@alliant.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: National Fire Insurance Compan	20478
INSURED CivicPlus, LLC and its direct and indirect subsidiaries 302 S. 4th Street Suite 500 Manhattan KS 66502		INSURER B: Continental Insurance Company	35289
		INSURER C: Endurance American Specialty I	41718
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 726010371 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			7092029663	5/17/2025	5/17/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7092022602	5/17/2025	5/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7092030120	5/17/2025	5/17/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7092032580 7092031056	5/17/2025 5/17/2025	5/17/2026 5/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber/Tech E&O			OTO30087537300	5/17/2025	5/17/2026	Each Claim Limit \$5,000,000 Aggregate Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WC - 7092032580 - CA
 WC - 7092031056 - AOS

CERTIFICATE HOLDER Sample	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit C Sample Agreement

CivicPlus is amenable to using the District's Agreement for Professional Services, however, we would request the following revisions and additions highlighted in red below as a base for negotiations. Consider these as our starting point for negotiations of a final agreement. We also require our standard Master Services Terms to be incorporated and linked in the final agreement. You can see these terms at <https://www.civicplus.help/hc/en-us/articles/10989047390487-Master-Services-Agreement>.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a nonbinding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. Subject to the terms of the final controlling agreement, CivicPlus requires its standard Master Services and Solutions and Service Terms to be incorporated and linked in the final agreement. We look forward to developing a mutually beneficial contract with the Mission Springs Water District.

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR CONTRACT TITLE PROJECT DIR # _____

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of __, 2025 by and between the MISSION SPRINGS WATER DISTRICT, a County Water DISTRICT ("DISTRICT") whose address is 66575 Second Street, Desert Hot Springs, CA 92240, California, and CivicPlus, LLC, a Kansas limited liability company whose address is 302 S. 4th Street, Suite 500, Manhattan, KS 66502 ("CONTRACTOR").

...

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

- Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein in the Statement of Work ("SOW"). Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one year unless extended by the parties with the approval of the General Manager or Board of Directors of the DISTRICT.
- Services to be Performed. CONTRACTOR agrees to provide the services ("Services") contained in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates _____ as CONTRACTOR'S professional(s) responsible for overseeing the Services provided by CONTRACTOR. DISTRICT designates the District General Manager, or his or her designee, to act as the project manager ("Project Manager") in connection with the delivery of Services under this Agreement.



3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the prior written consent of DISTRICT. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, CivicPlus reserves the right to outsource to external service providers operational tasks that require minimal decision-making or creative input. These tasks may include, but are not limited to: Copying text, images, or multimedia elements from a source website; Formatting and pasting the content into designated sections on the target website; Ensuring basic layout consistency and adherence to predefined templates or guidelines. CivicPlus uses vetted external providers or automation for such tasks, and each service provider adheres to CivicPlus' privacy and security policies.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates and annual uplift set forth in the Proposal SOW and shall not increase any rate, excluding annual uplift, without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed the amount of \$[insert maximum authorized amount of contract].

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

~~4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The DISTRICT shall not be obligated to pay any invoice for services that is submitted more than sixty (60) days after the date such services were provided. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:~~

- ~~a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;~~
 - ~~b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;~~
 - ~~c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item.~~
- ~~If the DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly and give notice to CONTRACTOR of the adjustment.~~

~~4.03 4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt, or as reasonably soon after required certified payroll information is submitted to the DISTRICT, if applicable. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion. DISTRICT shall pay CONTRACTOR in accordance within the SOW.~~

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal SOW. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the hourly rate for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.



5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, ~~materials and equipment~~ required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services ~~by means of regular and frequent consultations. Additionally, when requested by the DISTRICT, the CONTRACTOR shall prepare written status reports.~~

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. Notwithstanding the foregoing, the amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus' income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority, Customer agrees to pay for all resulting fines, penalties, and expenses. ~~CONTRACTOR agrees to indemnify, defend, and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.~~

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein at CONTRACTOR's reasonable expense. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply at its sole reasonable expense with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.



5.11 In the performance of this contract the CONTRACTOR shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/ OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

6. Insurance.

CONTRACTOR shall procure and maintain for the duration of this Agreement the following insurance coverage relating to the services provided under this Agreement by the CONTRACTOR.

a. Professional Liability Insurance. Choose and check one: Required /Not Required ; CONTRACTOR will file with DISTRICT, before beginning professional services, a certificate of insurance **satisfactory** to DISTRICT evidencing professional liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

b. Cyber Liability Insurance REQUIRED IF CHECKED HERE ONLY [] (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. CONTRACTOR will file with DISTRICT, before beginning professional services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing.

~~e. If Claims Made Policies (applies only to professional liability and cyber liability policies):~~

~~1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.~~

~~2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.~~

~~3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.~~

~~c. d.~~ Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least ~~two one~~ million dollars (\$~~2~~ 1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to DISTRICT), or the general aggregate limit shall be twice the required occurrence limit.

~~d. e.~~ Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if CONTRACTOR has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.



~~e. f.~~ Workers' compensation (statutory limits) and employer's liability (\$1,000,000) per accident for bodily injury or disease. CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the professional services under this agreement. As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per accident for bodily injury or disease.

~~f. g.~~ Verification of Coverage – CONTRACTOR shall furnish the DISTRICT with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause copies of which are attached hereto as Exhibit "B". All certificates and endorsements are to be received ~~and approved~~ by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages. CONTRACTOR shall provide new certificates of insurance ~~prior to following~~ the expiration of any existing certificate of insurance.

~~g. h.~~ Required Provisions –

- CONTRACTOR shall require and verify that all subcontractors exclusively retained for this Agreement maintain insurance meeting all requirements stated herein and provide proof of such insurance to DISTRICT, if requested. CONTRACTOR shall ensure that DISTRICT its directors, officers ~~and~~; employees, ~~contractors, subcontractors and authorized volunteers~~ are an additional insured on Commercial General Liability Coverage. CONTRACTOR shall provide certificates of insurance to DISTRICT as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be ~~approved received~~ by DISTRICT's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. ~~CONTRACTOR shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work.~~

- ~~Waiver of Subrogation: The insurer(s) shall agree to waive all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of the policy which arise from work performed by the named insured for the DISTRICT; but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation from the insurer. Sole proprietors with no employees, LLCs, or partnerships who do not carry workers' compensation acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.~~

- The liability coverage shall give DISTRICT, its directors, officers, employees (collectively the DISTRICT), ~~and authorized volunteers~~ insured status (via ISO endorsement at least as broad as CG 20 10 10 01 or CG 20 10 07 04 specifically naming the DISTRICT, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."

- The liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Mission Springs Water DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it"



- All coverage is to be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent.
- ~~The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.~~
- If any of the required coverages expire or are cancelled during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) to DISTRICT at least within ten (10) days prior to of the expiration or cancellation date and shall obtain replacement insurance with the same coverage prior to such expiration.
- Self-Insurance is not acceptable or permitted for any insurance coverage required under this Agreement.
- Self-Insured Retentions - Self-insured retentions must be declared to and approved by the DISTRICT in writing. The DISTRICT may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self- insured retention may be satisfied by either the named insured or DISTRICT.

7. Indemnification.

7.01 CONTRACTOR and DISTRICT agree that DISTRICT, its employees, **agents** and officials should, to the extent permitted by law, be fully protected from ~~any loss, injury, damage, third-party claim, lawsuit, cost, expense, or reasonable attorneys' fees, directly litigation costs, defense costs, court costs or any other costs~~ arising out of ~~or in any way related~~ CONTRACTOR's sole grossly negligent action or omission, willful misconduct, or violation of law during to the performance of this ~~Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT.~~ CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect DISTRICT as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend and, indemnify ~~and hold harmless~~ DISTRICT, its employees, **agents** and officials, from any liability, third-party claims, suits, actions, arbitration proceedings, ~~administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened,~~ reasonable actual attorneys' fees incurred by DISTRICT and awarded by a court of competent jurisdiction, court costs, ~~interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of ordirectly arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the~~ sole grossly negligent action or omission, willful misconduct, or violation of law during the performance of this Agreement. ~~CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of DISTRICT. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by DISTRICT.~~



b. Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable solely to the fault of DISTRICT, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7A. Indemnification Design Professionals.

~~7A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 7A shall apply instead of Section 7. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the DISTRICT, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault.~~

8. Additional Services, Changes and Deletions.

No changes.

9. Termination of Agreement.

9.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving ~~twenty sixty~~ (620) days' written notice to CONTRACTOR prior to the end of the current term.

9.02 Either party may terminate this Agreement or any SOW immediately upon written notice if the other party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days of receiving notice.

9.03 9-02 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, or CivicPlus' failure to meet any service level agreement set forth herein, unless such failure is intentional or malicious. In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

10. Status of CONTRACTOR.

No changes.



11. Ownership of Documents; Audit.

Replace current section with:

11.01 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 and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

11.02 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. 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.

11.03 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.

11.04 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 (i) 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; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) 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; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of



the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) 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.

11.05 Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, 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 shall be considered fraud.

11.06 All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

11.07 Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

11.08 CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the "Feedback"). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. This Agreement shall also be subject to the terms and conditions outlined in the CivicPlus Master Services



Agreement and the applicable Solution and Services terms and conditions available at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (the "CivicPlus Terms"). In the event of any conflict or inconsistency between the terms of this Agreement and the CivicPlus Terms, the terms of this Agreement shall take precedence.

12.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Such consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Notwithstanding the foregoing, CivicPlus may assign and transfer all of its rights and obligations under this Agreement by a sale of a majority of its assets or merger.

No changes to subsections 12.03 - 12.09





Cost Proposal

**PLEASE SEE OUR COST PROPOSAL
ATTACHED IN A SEPARATE
DOCUMENT PER PAGE 11 OF THE
RFP.**



Disclosures

Exhibit D Disclosure

Exhibit D
Questionnaire/Consultant's Qualifications Statement
(3 pages)

Consultant Name: CivicPlus, LLC

1. ORGANIZATION

1.1. How Many years has your organization been in business as a Consultant? 27 years

1.2. How many years has your organization been in business under its present name? 6 years

1.2.1. Under what other names has your organization operated? CivicPlus, Inc from 2016-2019
ICON Enterprises, Inc. d/b/a CivicPlus from 1998-2016

1.3. If your organization is a corporation, answer the following:

1.3.1. Date of incorporation: Not applicable - Not a corporation

1.3.2. State of incorporation: Not applicable

1.3.3. Corporate ID number: Not applicable

1.3.4. President's name: Not applicable

1.3.5. Agent for Service of Process: Not applicable

1.4. If your organization is a partnership, answer the following:

1.4.1. Date of organization: Not applicable - Not a partnership

1.4.2. Type of partnership (if applicable): Not applicable

1.4.3. Name(s) of general partner(s): Not applicable
Not applicable

1.5. If your organization is individually owned, answer the following:

1.5.1. Date of organization: Not applicable - Not individually owned

1.5.2. Name of Owner: Name of Owner: Not applicable

1.6. If the form of your organization is other than those listed above, describe it, and name the principles:

CivicPlus, LLC is a member-managed limited liability company. CP Patti, LLC,
a Delaware limited liability company, is the majority owner of CivicPlus, LLC.



2. LICENSING

2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

We currently serve municipal organizations across the United States and Canada.

2.2. List any other certifications held by your organization, and the name under which they are held.

Based on the nature of the work outlined in the RFP scope, our company's current operations typically do not necessitate specific licenses. However, we maintain all standard business and professional certifications required to ensure compliance and high-quality service delivery.

3. EXPERIENCE

3.1. List the categories of work that your organization normally performs with its own forces.

We provide comprehensive digital solutions for municipalities, including websites, accessibility compliance, recreation management, emergency alerts, social media archiving, encrypted forms, service requests, public records, permitting, agenda systems, and codification.

3.2. Has your organization, under its current name or any previous name, ever failed to complete any work/contract awarded to it?

No. As CivicPlus works exclusively with the public sector, there have been multiple occasions where where contracts have required termination for convenience by our customers. Reasons have included changes in budget, department organization, and priorities.

4. CLAIMS AND LAWSUITS

4.1. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any of its officers? (If yes, please describe):

CivicPlus has had no pending or threatened litigation filed against our company.

4.2. Has your organization filed any lawsuits or requested arbitration with regard to any of its contracts within the last five (5) years? (If yes, please explain):

CivicPlus has no ongoing contract failures or threatened or pending litigations related to the provisions of services and software within the last five years.



5. DISCLOSURE

5.1. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation? (If yes, please describe):

CivicPlus has not been disqualified or removed from bidding on a project due to violation of law or safety regulation.

5.2. Has the Consultant, any officer of the Consultant, or any employee of the Consultant who has proprietary interest in the Consultant, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the consultant? (If yes, please explain the circumstances):

CivicPlus has had no pending or threatened litigation filed against our company.



Request for Proposal (RFP): Website Development, Management, Hosting Services, and Board Meeting Agenda Management

Mission Springs Water District
Desert Hot Springs, California

COST PROPOSAL

PRESENTED BY:

Steven Skok, Account Manager II
Gabriel Bond, Account Executive

August 14, 2025

Cost 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 120 days from August 14, 2025.

Web Central CMS Scope

Features & Functionality

- Web Central CMS Tools, Widgets, & Features
- DNS Setup for URL mswd.org
- AudioEye Managed
- Platform IdP Integration

Implementation

- Ultimate Package
 - 1 Custom Website Layout Proposal
 - 1 Custom Design Built Using Approved Custom Layout & up to 3 Advanced Design Components
- 100 pages Content Development from URL mswd.org
- 6 Blocks of Virtual System Training (up to 3 hours/block)

Annual Recurring Services

- Guardian Hosting & Security
- 1 SSL Certificate
- DNS Hosting for URL mswd.org
- Software Maintenance Including Service Patches & System Enhancements
- 24/7 Technical Support & Access to the CivicPlus Help Center
- Dedicated Customer Success Manager

Process Automation Scope

Features & Functionality

- Unlimited Environments, Forms, Apps, Staff and Resident Users, and Submissions
- Forms & Apps
- Data Manager Module
- Power Automate Connector
- Workflow & Approvals Module
- Scheduling Module with Unlimited Calendars

Annual Recurring Services

- Hosting and Security
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Help Center
- Dedicated Customer Success Manager

Implementation & System Setup

- System Set-up and User Configuration
- Up to 5 Hours of Form Development
- App Graphics (Icon & Banner)
- Up to 2 Hours User Training



Select Scope

Features & Functionality

- Unlimited Users
- Unlimited Storage
- CivicPlus Public Portal
- Public Resident Portal
- Board Portal
- Agenda Management
 - Unlimited Boards
 - Unlimited Templates
 - Upload Agendas, Packets, Minutes, & Custom Documents
 - Create or Upload Item/Staff Reports
 - Create Items, Agendas, & Packets
 - Assign Item Status
 - Approval Workflows
- CivicPlus Media with Unlimited Storage
- Up to 3 Concurrent Streams
- Minutes Module
 - Record Minutes Including Motions, Votes, Speakers, & Discussion
 - Create Minutes
- Google Drive, OneDrive, & Dropbox Integrations

Standard Implementation

- Typical Project Timeline: 14-16 Weeks
- Access to Design Library for Agendas, Minutes, & Item/Staff Reports
- Configuration of Up to 10 Boards
- Configuration of Up to 10 Meeting Types
- Configuration of Up to 10 Approval Workflows
- Configuration of Up to 1 item/staff report
- Configuration of Selection from Design Library: 1 Agenda, 1 Staff/Item Report, & 1 Minutes
- Up to 2 Hour Virtual Consulting
- Up to 4 Hours Virtual Training

Annual Recurring Services

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



Total Cost

Total Discounted Cost per Solution	Initial Term*	Annual Recurring Services**
Web Central (including design and development)	\$20,723.50	\$9,252.00
Select	\$15,250.00	\$10,300.00
Process Automation	\$8,250.00	\$7,000.00
Training	\$4,500.00	\$0.00
Hosting and Support	included in Solution cost	included in Solution cost
Totals	\$48,723.50 <small>(Reflects a total \$11,429.50 discount)</small>	\$26,552.00

*Initial Term includes one-time fees and Initial Term Annual Recurring Services.

**Annual Recurring Services are subject to uplift.

CivicPlus Project Pricing & Invoicing

Hourly/Hosting Invoicing

CivicPlus offers pricing on a per-project, all-inclusive basis. This pricing structure eliminates surprise costs, the uncertainty of paying by the item or hour, and is overall more cost-effective for our customers. Maintenance, hosting, and support are part of our annual recurring services fees.

It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

Standard Invoicing

- 100% of Initial Term invoiced upon signature date
- First-year Annual Services fee is included with your Initial Term cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a 5% technology fee uplift each year starting Year 2 of your contract

We will work with you before contract signing to determine a billing process that 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 your needs as outlined in the RFP. Please consider the following additional enhancements to elevate your overall experience with CivicPlus and our solutions. For more information and a quote, please reach out to our sales team to add this recommended solution to your scope.

Optional Items	One-Time	Annual
Live Meeting Manager (Select Add-On)	\$500	\$2,400
Codification & Online Hosting	Additional scoping required	Additional scoping required

Live Meeting Manager

Our Live Meeting Manager enhances the live meeting by integrating the board portal and added audience display pages for a unified live meeting experience, with you in control. Time-saving automations help you keep pace with the meeting and keep board members and meeting participants engaged.

Engage Participants

Keep meeting participants engaged with in-chamber displays, including a welcome screen, the current item, speaker, countdown timer, motion, or vote results.

Electronic Voting

Initiate electronic votes with one-click and allow board members to privately cast votes within the Board Portal.

Current Item Control

One-click control updates the Board Portal and Audience Display to the current item being discussed.

Display Speaker Details

One-click control displays current speaker details and timer within the Board portal and Audience Display page.

Board Member Requests

Board members can request to be formally recognized or added to the speaker queue from within the Board Portal.

Chairperson Controls

Enable chair view to allow designated chairperson to set the current item, and call speakers from within the Board Portal.



Codification & Online Code Hosting

CivicPlus is the only local government technology provider with an integrated codification, agenda and meeting management, and municipal website solution offering. With CivicPlus, you'll never have to worry about the tedious steps associated with codification, recodification, or republishing. Municode, the nation's leading codifier, is part of the CivicPlus Civic Experience Platform. We're leading innovation in code digitization and online access, and our industry-leading online code-hosting system is fully responsive.

Municode's codification will empower you to create a well-organized and professionally edited Code of Ordinances that is free of internal conflicts and inconsistencies; free of errors in spelling and grammar; formatted in a manner that allows for continued growth and expansion; in conformity with state laws and readily accessible to staff and residents alike.

CivicPlus provides codification services to over 4,100 municipalities throughout the United States and hosts approximately 4,000 municipal codes online via our Code Hosting system.

Most importantly, when you choose CivicPlus, you receive the support of the nation's most experienced legal experts. Our staff includes 14 in-house professional codification attorneys who have completed hundreds of codification and codification projects nationwide. They have, on average, over 20 years of codification experience, and our legal editors and proofreaders average over eight years of service. Together, they provide the most accurate and timely expertise available.

Services and Features Provided

- Codification
- Recodification
- Supplementation (including paper and electronic)
- Legal Review
- Republication
- State Law Reference Footnote Review
- State Law Reference Linking
- Gender Neutralization
- Paper-Bound Code Books
- Industry-leading Online Code-hosting Platform

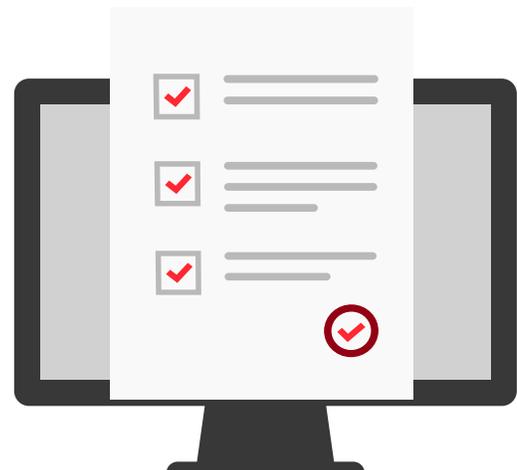


EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

(insert behind this page)