

CITY OF PALO ALTO CONTRACT NO. C23186719
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF PALO ALTO AND CIVICPLUS, LLC

This Agreement for Professional Services (this “Agreement”) is entered into as of the 1st day of January , 2023 (the “Effective Date”), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and CIVICPLUS, LLC, a Kansas Limited Liability Company, located at 302 S. 4th Street, Suite 500, Manhattan, Kansas, 66502 (“CONSULTANT”).

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

RECITALS

A. CITY intends to award a contract (the “Project”) and desires to engage a consultant to continue to provide support for CivicRec Recreation Management Software in connection with the Project (the “Services”, as detailed more fully in Exhibit A).

B. CONSULTANT represents that it, its employees and subconsultants, if any, possess the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY, in reliance on these representations, desires to engage CONSULTANT to provide the Services as more fully described in Exhibit A, entitled “SCOPE OF SERVICES”.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit A in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

☐ Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

CITY may elect to, but is not required to, authorize on-call Services up to the maximum compensation amount set forth in Section 4 (Not to Exceed Compensation). CONSULTANT

shall provide on-call Services only by advanced, written authorization from CITY as detailed in this Section. On-call Services, if any, shall be authorized by CITY, as needed, with a Task Order assigned and approved by CITY's Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1 entitled "PROFESSIONAL SERVICES TASK ORDER". Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for on-call Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY's Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation due to CONSULTANT for all Task Orders issued under this Agreement shall not exceed the amount of compensation set forth in Section 4. CONSULTANT shall only be compensated for on-call Services performed under an authorized Task Order and only up to the maximum compensation amount set forth in Section 4. Performance of and payment for any on-call Services are subject to all requirements and restrictions in this Agreement.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through December 31, 2028 unless terminated earlier pursuant to Section 19 (Termination) of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement. Both parties acknowledge Exhibit "B" is a non-binding estimate only and not governed by the time is of the essence requirement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT. Notwithstanding the foregoing, CONSULTANT shall not be liable for any delays caused by the actions or inactions of the CITY.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services shall be based on the compensation structure detailed in Exhibit C, entitled "COMPENSATION," including any reimbursable expenses specified therein, and the maximum total compensation shall not exceed **Seven Hundred Five Thousand, Eight Hundred Thirty-Six Dollars (\$705,836.00)**. The hourly schedule of rates, if applicable, is set out in Exhibit C-1, entitled "SCHEDULE OF RATES." Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth

in this Section 4 shall be at no cost to the CITY.

☒ Optional Additional Services Provision (This provision applies only if checked and a not-to-exceed compensation amount for Additional Services is allocated below under this Section 4.)

In addition to the not-to-exceed compensation specified above, CITY has set aside the not-to-exceed compensation amount of **Twenty-Nine Thousand, Two Hundred Twenty-Nine Dollars (\$29,229.00)** for the performance of Additional Services (as defined below). The total compensation for performance of the Services, Additional Services and any reimbursable expenses specified in Exhibit C, shall not exceed **Seven Hundred Thirty-Five Thousand, Sixty-Five Dollars (\$735,065.00)**, as detailed in Exhibit C.

“Additional Services” means any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit A. CITY may elect to, but is not required to, authorize Additional Services up to the maximum amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall provide Additional Services only by advanced, written authorization from CITY as detailed in this Section. Additional Services, if any, shall be authorized by CITY with a Task Order assigned and authorized by CITY’s Project Manager, as identified in Section 13 (Project Management). Each Task Order shall be in substantially the same form as Exhibit A-1, entitled “PROFESSIONAL SERVICES TASK ORDER”. Each Task Order shall contain a specific scope of services, schedule of performance and maximum compensation amount, in accordance with the provisions of this Agreement. Compensation for Additional Services shall be specified by CITY in the Task Order, based on whichever is lowest: the compensation structure set forth in Exhibit C, the hourly rates set forth in Exhibit C-1, or a negotiated lump sum.

To accept a Task Order, CONSULTANT shall sign the Task Order and return it to CITY’s Project Manager within the time specified by the Project Manager, and upon authorization by CITY (defined as counter-signature by the CITY Project Manager), the fully executed Task Order shall become part of this Agreement. The cumulative total compensation to CONSULTANT for all Task Orders authorized under this Agreement shall not exceed the amount of compensation set forth for Additional Services in this Section 4. CONSULTANT shall only be compensated for Additional Services performed under an authorized Task Order and only up to the maximum amount of compensation set forth for Additional Services in this Section 4. Performance of and payment for any Additional Services are subject to all requirements and restrictions in this Agreement.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit annual invoices to the CITY describing the Services performed and the applicable charges (including, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit C or, as applicable, CONSULTANT’s schedule of rates set forth in Exhibit C-1. If applicable, the invoice shall also describe the percentage of

completion of each task. The information in CONSULTANT's invoices shall be subject to verification by CITY. CONSULTANT shall send all invoices to CITY's Project Manager at the address specified in Section 13 (Project Management) below. CITY will generally process and pay invoices within thirty (30) days of receipt of an acceptable invoice, such acceptance shall not be unreasonably withheld.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it, its employees and subcontractors, if any, possess the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subcontractors, if any, have and shall maintain during the term of this Agreement all applicable licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement, as amended from time to time. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, solely arising from or caused by solely CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. This section intentionally omitted.

SECTION 10. INDEPENDENT CONTRACTOR. CONSULTANT acknowledges and agrees that CONSULTANT and any agent or employee of CONSULTANT will act as and shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONSULTANT performs the Services requested by CITY under this Agreement. CONSULTANT and any agent or employee of CONSULTANT will not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT will be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT

providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services only, and not as to the means by which such a result is obtained.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written approval of the City Manager. Any purported assignment made without the prior written approval of the City Manager will be void and without effect. Subject to the foregoing, the covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators and assignees of the parties. Notwithstanding the foregoing, Consultant may assign and transfer all of its rights under this Agreement by a sale of all of its assets or merger.

SECTION 12. SUBCONTRACTING.

☒ **Option A: No Subcontractor:** CONSULTANT shall not subcontract any portion of the Services to be performed under this Agreement without the prior written authorization of the City Manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of subcontractors.

☐ **Option B: Subcontracts Authorized:** Notwithstanding Section 11 (Assignment) above, CITY agrees that subcontractors may be used to complete the Services. The subcontractors authorized by CITY to perform work on this Project are:

CONSULTANT shall be responsible for directing the work of any subcontractors and for any compensation due to subcontractors. CITY assumes no responsibility whatsoever concerning compensation of subcontractors. CONSULTANT shall be fully responsible to CITY for all acts and omissions of subcontractors. CONSULTANT shall change or add subcontractors only with the prior written approval of the City Manager or designee.

SECTION 13. PROJECT MANAGEMENT. After execution of this Agreement, CONSULTANT will assign a the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and represent CONSULTANT during the day-to-day performance of the Services. CONSULTANT, at CITY's reasonable request, may promptly remove CONSULTANT personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property.

CITY's Project Manager is Cayla Koga, cayla.koga@cityofpaloalto.org Community Services

Department, 1305 Middlefield, Palo Alto, CA, 94301, Telephone: (650) 463-4902. CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS.

Upon full and complete payment of amounts owed for project development under this Agreement, City will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("City Content") created by Consultant on behalf of City pursuant to this Agreement. "City Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides or inputs into any website, software or module in connection with any Services. City Content excludes any content in the public domain; and any content owned or licensed by Consultant, whether in connection with providing Services or otherwise.

Upon completion of the project development, City will assume full responsibility for City Content maintenance and administration. City, not Consultant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. City hereby grants Consultant a worldwide, non-exclusive right and license to reproduce, distribute and display the City Content as necessary to provide the Services, and such license shall terminate upon termination of this Agreement. City represents and warrants that City owns all City Content or that City has permission from the rightful owner to use each of the elements of City Content; and that City has all rights necessary for Consultant to use the City Content in connection with providing the Services.

At any time during the term of this Agreement, City will have the ability to download the City Content and export the City data through the Services. City may request Consultant to perform the export of City data and provide the City data to City in a commonly used format at any time, for a fee to be quoted at time of request and approved by City. Upon termination of this Agreement for any reason, whether or not City has retrieved or requested the City data, Consultant reserves the right to permanently and definitively delete the City Content and City data held in the Services thirty (30) days following termination of this Agreement. During the thirty (30) day period following termination of this Agreement, regardless of the reason for its termination, City will not have access to the Services.

Intellectual Property in the software or other original works created by or licensed to Consultant, including all source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of Consultant. CivicPlus Property specifically excludes City Content. City 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 this Agreement; (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 City, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the Services; or (v) 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 Consultant, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

Provided City complies with the terms and conditions herein, and license restrictions set forth in this section, Consultant hereby grants City a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with this Agreement for the term of this Agreement. Neither CONSULTANT nor its subcontractors, if any, shall make any of such work product available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services. Furthermore, Consultant will not be liable for any act, omission of act, negligence or defect in the quality of service of any third-party provider of internet hosting or cloud computing (including but not limited to Amazon AWS, Google Cloud, or ISPs that provide general internet services to Consultant); however, Consultant agrees to use its best efforts to enforce any quality-of-service provisions or guarantees with such providers.

SECTION 15. AUDITS. CONSULTANT agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for four (4) years from the date of final payment, CONSULTANT's records pertaining to matters covered by this Agreement, including without limitation records demonstrating compliance with the requirements of Section 10 (Independent Contractor), at the CITY's sole expense. CONSULTANT further agrees to maintain and retain accurate books and records in accordance with generally accepted accounting principles for at least four (4) years after the expiration or earlier termination of this Agreement or the completion of any audit hereunder, whichever is later.

SECTION 16. INDEMNITY.

☒ [Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all third party demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including reasonable attorney's fees, experts fees, court costs and disbursements ("Claims") resulting from, or directly related to the extent of the negligent performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from a Claim arising from the active negligence or willful misconduct of an Indemnified Party that is not contributed to by any act of, or by any omission to perform a duty imposed by law or agreement by, CONSULTANT, its officers, employees, agents or contractors under this Agreement.

16.3. The acceptance of CONSULTANT's Services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 16.A. LIMITATION OF LIABILITY.

16.A.1. **LIMITATION OF LIABILITY OF CONSULTANT.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONSULTANT BE LIABLE TO CITY, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY LOSS OF PROFIT OR LOSS OF BUSINESS BY CITY, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. EXCEPT AS PROVIDED IN THE IMMEDIATELY FOLLOWING SENTENCE, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT OF CONSULTANT TO CITY EXCEED ONE MILLION (\$1,000,000) DOLLARS. CONSULTANT'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO (1) DAMAGES CAUSED BY CONSULTANT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR CRIMINAL CONDUCT, (2) CONSULTANT'S OBLIGATIONS TO INDEMNIFY AND DEFEND CITY PURSUANT TO SECTION 16 ("INDEMNIFICATION") OF THIS AGREEMENT, (3) LIMIT CLAIMS OR GENERAL DAMAGES THAT FALL WITHIN THE INSURANCE COVERAGE OF THIS AGREEMENT, (4) STATUTORY DAMAGES, AND (5) WRONGFUL DEATH CAUSED BY CONSULTANT.

16.A.2. **LIMITATION OF LIABILITY OF CITY.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 4 ("NOT TO EXCEED COMPENSATION") OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT. CITY'S LIABILITY LIMIT SET FORTH HEREIN SHALL NOT APPLY TO DAMAGES CAUSED BY CITY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR CRIMINAL CONDUCT.

SECTION 17. WAIVERS. No waiver of a condition or nonperformance of an obligation under this Agreement is effective unless it is in writing in accordance with Section 29.4 of this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the

specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit D, entitled "INSURANCE REQUIREMENTS". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. . Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may without cause, by giving sixty (60) days prior written notice thereof to CONSULTANT. If CONSULTANT fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided under this Agreement or at law, either Party may terminate this Agreement sooner upon thirty days' advance written notice of termination, provided the other Party does not cure the failure within the thirty day period. Upon receipt of any notice of suspension or termination, CONSULTANT will discontinue its performance of the Services on the effective date in the notice of suspension or termination.

19.2. In event of termination, CONSULTANT will deliver to the City Manager on or before the effective date in the notice of suspension or termination, any and all work product, as detailed in Section 14 (Ownership of Materials), whether or not completed, prepared by CONSULTANT or its contractors, if any, in the performance of this Agreement. Such work product is the property of CITY, as detailed in Section 14 (Ownership of Materials).

19.3. In event of termination, CONSULTANT will be paid for the Services rendered and work products delivered to CITY in accordance with the Scope of Services up to the effective date in the notice of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's Services provided in material conformity with this Agreement. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 17, 19.2, 19.3, 19.4, 20, 25, 27, 28, 29 and 30.

19.4. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement, unless made in accordance with Section 17 (Waivers).

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto
 Post Office Box 10250
 Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the Project Manager at the address of
CONSULTANT recited on the first page of this Agreement.

CONSULTANT shall provide written notice to CITY of any change of address.

SECTION 21. CONFLICT OF INTEREST.

21.1. In executing this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subcontractors or other persons or parties having such an interest. CONSULTANT

certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California, as amended from time to time. CONSULTANT agrees to notify CITY if any conflict arises.

21.3. If the CONSULTANT meets the definition of a “Consultant” as defined by the Regulations of the Fair Political Practices Commission, CONSULTANT will file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act of 1974, as amended from time to time.

SECTION 22. NONDISCRIMINATION; COMPLIANCE WITH ADA.

22.1. As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

22.2. CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. Upon delivery of the services, CONSULTANT will provide the Services specified in this Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Agreement.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, hereby incorporated by reference and as amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include, first, minimizing and reducing waste; second, reusing waste; and, third, recycling or composting waste. In particular, CONSULTANT shall comply with the following Zero Waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-

consumer material and printed with vegetable-based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Department's office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. [Reserved]. This section intentionally omitted.

SECTION 25. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code, as amended from time to time. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement. Notwithstanding the foregoing, Client shall remain liable for payment of services provided before the date of CONSULTANT's receipt of notice for termination for non-appropriation.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS.

☒ 26.1. **This Project is not subject to prevailing wages and related requirements.** CONSULTANT is not required to pay prevailing wages and meet related requirements under the California Labor Code and California Code of Regulations in the performance and implementation of the Project if the contract:

- (1) is not a public works contract;
- (2) is for a public works construction project of \$25,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j); or
- (3) is for a public works alteration, demolition, repair, or maintenance project of \$15,000 or less, per California Labor Code Sections 1782(d)(1), 1725.5(f) and 1773.3(j).

SECTION 27. CLAIMS PROCEDURE FOR "9204 PUBLIC WORKS PROJECTS". For purposes of this Section 27, a "9204 Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. (Cal. Pub. Cont. Code § 9204.) Per California Public Contract Code Section 9204, for Public Works Projects, certain claims procedures shall apply, as set forth in Exhibit F, entitled "Claims for Public Contract Code Section 9204 Public Works Projects".



This Project is not a 9204 Public Works Project.

SECTION 28. CONFIDENTIAL INFORMATION.

28.1. In the performance of this Agreement, Each Party may have access the other Party's Confidential Information (defined below). Each Party will hold Confidential Information in strict confidence, not disclose it to any third party, and will use it only for the performance of its obligations to the other Party under this Agreement and for no other purpose. Each Party will maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the security, confidentiality and integrity of the Confidential Information. Notwithstanding the foregoing, Each Party may disclose Confidential Information to its employees, agents and subcontractors, if any, to the extent they have a need to know in order to perform Each Party's obligations to the other PARTY under this Agreement and for no other purpose, provided that Each Party informs them of, and requires them to follow, the confidentiality and security obligations of this Agreement.

28.2. "Confidential Information" means all data, information (including without limitation "Personal Information" about a California resident as defined in Civil Code Section 1798 et seq., as amended from time to time) and materials, in any form or media, tangible or intangible, provided or otherwise made available to either Party, directly or indirectly, pursuant to this Agreement. Except for documents containing "Personal Information", a party shall mark any document with the word CONFIDENTIAL prominently on each section or page of the document that is intended to be confidential. An email signature that contains a confidentiality clause or disclaimer shall not be considered marking a document CONFIDENTIAL within the meaning of this section. Confidential Information excludes information that can show by appropriate documentation: (i) was publicly known at the time it was provided or has subsequently become publicly known other than by a breach of this Agreement; (ii) was rightfully in a Party's possession free of any obligation of confidence prior to receipt of Confidential Information; (iii) is rightfully obtained by either Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of a Party without any use of or access to the Confidential Information; or (v) a Party has written consent to disclose signed by an authorized representative of the other Party.

28.3. Notwithstanding the foregoing, either Party may disclose Confidential Information to the extent required by law, order of a court of competent jurisdiction or governmental body, provided that such Party will notify the other Party in writing of such order immediately upon receipt and prior to any such disclosure (unless prohibited by law from doing so), to give the other Party, at their own expense, an opportunity to oppose or otherwise respond to such order.

28.4. CONSULTANT will notify City within forty-eight business hours upon learning of any breach in the security of its systems or unauthorized disclosure of, or access to, Confidential Information in its possession or control, and if such Confidential Information consists of Personal Information, CONSULTANT will provide information to CITY sufficient to meet the

notice requirements of Civil Code Section 1798 et seq., as applicable, as amended from time to time.

28.5. Prior to or upon termination or expiration of this Agreement, either Party will honor any request from the other Party to return or securely destroy all copies of Confidential Information.

28.6. If selected in Section 30 (Exhibits), this Agreement is also subject to the terms and conditions of the Information Privacy Policy and Cybersecurity Terms and Conditions.

SECTION 29. MISCELLANEOUS PROVISIONS.

29.1. This Agreement will be governed by California law, without regard to its conflict of law provisions.

29.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

29.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

29.4. This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code, as amended from time to time. No terms or conditions stated in a CITY purchase order or other order documentation will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is made part of this Agreement by written mutual consent.

29.5. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement will remain in full force and effect.

29.6. In the event of a conflict between the terms of this Agreement and the exhibits hereto (per Section 30) or CONSULTANT's proposal (if any), the Agreement shall control. In the event of a conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

29.7. The provisions of all checked boxes in this Agreement shall apply to this

Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

29.8. All section headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

29.9. This Agreement may be signed in multiple counterparts, which, when executed by the authorized representatives of the parties, shall together constitute a single binding agreement.

29.10. Consultant warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. Consultant warrants to the City that, upon notice given to Consultant of any defect in design or fault or improper workmanship, Consultant will remedy any such defect. Consultant makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than Consultant, even in a situation where Consultant approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by Consultant.

SECTION 30. EXHIBITS. Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

- ☒ EXHIBIT A: SCOPE OF SERVICES
- ☒ EXHIBIT A-1 PROFESSIONAL SERVICES TASK ORDER
- ☒ EXHIBIT A-2 REQUIREMENTS APPENDIX
- ☒ EXHIBIT B: SCHEDULE OF PERFORMANCE
- ☒ EXHIBIT C: COMPENSATION
- ☒ EXHIBIT C-1: SCHEDULE OF RATES
- ☒ EXHIBIT D: INSURANCE REQUIREMENTS
- ☒ EXHIBIT E: INFORMATION PRIVACY POLICY
- ☒ EXHIBIT F: CYBERSECURITY TERMS AND CONDITIONS

THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED.

CONTRACT No. C23186719
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

CIVICPLUS, LLC

Officer 1

By:

Name:

Title:

DocuSigned by:

Amy Vikander

34AA5EFCFCA3462...

Amy vikander

Senior Vice President of Customer Success

Officer 2

By:

Name:

Title:

DocuSigned by:

Cole Cheever

394CE4FFF7C3463...

cole cheever

Senior Vice President of Operations

EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled “SCOPE OF SERVICES”.

Annual services, including but not limited to hosting, support and maintenance services for the Recreation Management Software System that was implemented by CONSULTANT in August 2019.

1. Recreation Management Software Licensing
2. Software Maintenance Including Service Patches and System Enhancements
3. 24/7 Technical Support and Access to the CivicPlus Community
4. Dedicated Client Success Manager
5. Training

Overview

CONSULTANT agrees to provide a Recreation Management Software System that meets the current and future needs of CITY’s Community Services Department. This shall be a RMSS that is commercially available and requires minimal customization to meet the CITY’s needs. CONSULTANT shall provide a fully hosted (web) solution with minimal local client (PC) software install which provides staff and customers the greatest flexibility in accessing the software. The product shall provide a secured Data Center that separates credit card information from the CITY’s network and overall makes Payment Card Industry (PCI) compliance less costly for the CITY.

The software solution will enable the CITY to provide excellent customer service both in person and online for its main business activities including, but not limited to, daily recreation program administration and registration, facility and field reservations, memberships, payment processing and reporting. In addition, the system will provide for efficient and effective business processes and management tools to assist in program administration. Overall ease of use, including robust data management and reporting capabilities, is critical. The Department wants to automate and incorporate as many processes as possible.

The software solution must include the ability to create custom catalog and brochures based on program and activity data. The ideal software will provide an online catalog and brochure builder that facilitates custom page layouts based on program and activity data, and have the ability to style, publish and print activity brochures, export data into Adobe InDesign software, and will be adaptive to the changing needs of the organization and its customers.

The CONSULTANT will provide implementation, project management, technical installation expertise and on-site training to help speed employee and public acceptance and usage of the system. The CONSULTANT will coordinate with the CITY to implement the proposed

Project Schedule. CONSULTANT shall offer a coordinated approach and will specify the type and level of support anticipated from CITY staff. Part of the project implementation will include weekly, written status reports, in electronic format, by the vendor's project manager at a mutually agreed upon time after contract award or verbally whenever requested by CITY's project lead. These status reports will recap work done and bring attention to anything that may cause a delay in completing implementation.

Software Components

The RMSS must be user friendly and must be able to manage the creation, operation, billing and management of a wide variety of recreational programs and rental facilities operated by the CITY and offered to its residents. The features required are listed in Exhibit A-2 of this Agreement.

For the purposes of obtaining merchant account services through CP Pay, CITY may utilize the designated merchant account for CivicRec through an integrated partnership with Elavon Converge ("CP Pay Merchant"). In the event CITY chooses CP Pay Merchant, CITY will enter into a merchant account agreement with Elavon Converge. Such agreement's terms and conditions will solely ensure to the benefit and obligation of CITY; CONSULTANT shall not be a party to such agreement. In the event CITY chooses CP Pay Merchant, CONSULTANT will facilitate CITY and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to CITY. CITY agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. If CITY desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in CITY's implementation fees. CITY agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. CITY acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by CITY's merchant account processor. CITY is fully responsible for their relationship with their selected processor. In no event will CONSULTANT: (i) take part in negotiations, (ii) pay any fees incumbent on the CITY or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant. CITY acknowledges switching to a different merchant account processor after signing this Agreement may incur additional fees and require a written and signed modification to this Agreement. CITY shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.

When CITY uses CP Pay, then CITY may take online credit card payments for certain services or products they provide via the CITY websites supported by CONSULTANT. As such, through CP Pay, CONSULTANT facilitates an automated process for redirecting credit card

payments to CITY’s chosen payment gateways / merchant account processors. For card payments, CONSULTANT will redirect any payments processing to the CITY’s merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CONSULTANT does not transmit, process or store cardholder data and does not present the payment form. CONSULTANT implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only. CITY understands and agrees that CONSULTANT is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by CITY, whether such provider is an Integrated Partner or not.

Technical and Customer Support

CONSULTANT will provide the CITY will a dedicated Client Success Manager to help implement the tools needed to successfully meet the level of community engagement that the CITY desires. Upon Go Live, CITY will have a dedicated Client Success Manager to provide further information on how to utilize the tools in the CITY’s new CONSULTANT system. The client success manager will help keep CITY apprised of new CivicPlus products and optimize the RMS.

CONSULTANT will also provide 24/7 access to the CONSULTANT 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 customers in the loop on upcoming enhancements and maintenance. The Community Forum allows customers to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics among members - along with other functional and engaging features and capabilities.

CONSULTANT will also provide maintenance and technical support with the following parameters:

Technical Support	Maintenance
<ul style="list-style-type: none">▪ Dedicated support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)▪ 4-hour response during normal hours▪ 24/7 emergency support▪ CivicPlus Help Center - 24/7 access to online training manuals, troubleshooting solutions, and the CivicPlus Community	<ul style="list-style-type: none">▪ Full backups performed daily▪ Regularly scheduled upgrades, including fixes and other improvements▪ Frequent installation of OS system patches and enhancements▪ All updates are tested internally before being installed

Data Security

CONSULTANT shall utilize industry standards, insurance requirements, and PCI requirements to ensure that CONSULTANT is only accessed in the manner it’s intended to be accessed and by people who are authorized to do so. Methods include:

- Physical security data centers: Netsolace (Tier II), Digital Reality (Tier III), and Rackspace (Tier III)
- Server firewalls
- Anti-virus scanning
- IP logging and filtering
- Application security monitoring

All data centers provide a network operation center with 24/7/365 monitoring of the data center environment, system availability, and performance. The data centers are SSAE 16 compliant.

CONSULTANT shall have policies and procedures in place to ensure continuity and disaster recovery. CONSULTANT shall utilize local, replicated servers to ensure that copies of data, software, and files are always available and up to date. These servers can be rolled over in the event of hardware failure or other local issues. In addition, shall have a process that encrypts backups once each day and sends them off site for purposes of disaster recovery.

This process shall ensure that they can reconstitute the entire product and underlying data structure with limited downtime and loss of data.

CP Pay shall maintain a secure, Level 1 PCI DSS certified payment gateway integrated within the CivicPlus Platform that CITY can use within any CivicPlus solution or third-party product.

In addition, CONSULTANT shall follow the requirements of Exhibits E (“Information Privacy Policy”) and F (“Vendor Cybersecurity Terms & Conditions”) to this Agreement.

EXHIBIT A-1 PROFESSIONAL SERVICES TASK ORDER

CONSULTANT shall perform the Services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. CONSULTANT shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.

OR PURCHASE ORDER REQUISITION NO. (AS APPLICABLE)

1A. MASTER AGREEMENT NO. (MAY BE SAME AS CONTRACT / P.O. NO. ABOVE):

1B. TASK ORDER NO.:

2. CONSULTANT NAME:

3. PERIOD OF PERFORMANCE: START: COMPLETION:

4 TOTAL TASK ORDER PRICE: \$_____

BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT \$_____

5. BUDGET CODE_____

COST CENTER_____

COST ELEMENT_____

WBS/CIP_____

PHASE_____

6. CITY PROJECT MANAGER'S NAME & DEPARTMENT:_____

7. DESCRIPTION OF SCOPE OF SERVICES (Attachment A)

MUST INCLUDE:

SERVICES AND DELIVERABLES TO BE PROVIDED

SCHEDULE OF PERFORMANCE

MAXIMUM COMPENSATION AMOUNT AND RATE SCHEDULE (as applicable)

REIMBURSABLE EXPENSES, if any (with "not to exceed" amount)

8. ATTACHMENTS: A: Task Order Scope of Services B (if any): _____

I hereby authorize the performance of the work described in this Task Order.

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:

CITY OF PALO ALTO

APPROVED:

COMPANY NAME: _____

BY: _____

Name _____

Title _____

Date _____

BY: _____

Name _____

Title _____

Date _____

EXHIBIT A-2
REQUIREMENTS APPENDIX
(see next page)

Instructions: Complete this requirements list by responding to each line by putting an "x" in the Yes (This requirement currently exists and can be demonstrated.) or No (This requirement is not supported and/or is not provided as part of this proposal) column. If No, use the Notes column in each row to describe alternative methods to achieve features, if space allows. Attach any additional details and clearly reference each corresponding alternative in the Notes column.						
Must Have	Nice to Have	Type	Feature	Yes	No	Notes
X		Accounts	Each account includes Address (primary and secondary - i.e. P.O. Box for mailing, street for residency), Phone Number (primary and secondary), Birthdate, Email Address for each adult, school grade, primary and emergency contacts, demographic indicators, scholarship (financial assistance) status, special notes (e.g. food allergy, asthma, physical disability, etc.)	X		
X		Accounts	Ability to create accounts for organizations; ability for to pay via organization credit card vs individual user	X		
X		Accounts	Effective search with the ability to search for patron by multiple criteria and partial information in order to access patron record, transaction history, facility permits, etc.	X		
X		Accounts	Individual user accounts within family account	X		
X		Accounts	Ability to share children's accounts with divorced parents (one child account with the two separate parents accounts). All credits or refunds stay with the paying parent's account.	X		
X		Accounts	Ability to remove member of the family from the family account to their own account (divorce or adult children). This should be reversible.	X		
	X	Accounts	Ability to deactivate/hide patron that is deceased so they don't show on family account receipt. This should be reversible.	X		
X		Accounts	Ability to search based on text (or text fragment) on any field in a patron account record.	X		Since CivicRec is browser based the browser search/find functions should serve to meet this need.
X		Accounts	Ability to merge duplicate accounts without loss of history or transactions. Duplicates could include groups, families, and patrons.	X		
X		Accounts	Staff is notified if there seems to be a duplicate account for the patron he/she is helping.	X		
X		Accounts	Ability to suspend an account (make inactive)	X		
X		Accounts	Easily identify residents vs nonresidents by street address. System should import list of residents, but prefer GIS integration.	X		
X		Accounts	Ability for staff to edit residency of individual patrons.	X		
X		Accounts	Allow for selection of preferred method of communication (e.g., email vs. phone vs. text), at the preferred email address, number, etc.	X		
X		Accounts	Option for patron to opt-out of marketing emails & texts	X		
X		Accounts	Ability to make notes only seen by staff. Notes should appear in an obvious place.	X		
X		Accounts	Ability for staff to make financial adjustments to patron account	X		
X		Accounts	Accept 3rd party payments (Someone outside account is paying)	X		
X		Accounts	Track patron transaction history	X		
	X	Accounts	Ability to enter zip code and city and state fields are automatically populated at terminal or online	X		
X		Accounts	Ability for administrators to assign permissions to override/amend fees across all modules (e.g. POS item, class registration, event ticket)	X		
X		Accounts	Ability to assign patron types (e.g., resident, non-resident, non-profit) in order to apply separate charges to each type	X		
X		Accounts	Ability to track account demographics (income, ethnicity)	X		Staff may use Custom Data Fields to record data about users beyond that which is normally captured by CivicRec.
	X	Accounts	Automatically promote grade level for all patrons annually by an administrator- defined date. Individual patron grade level should be manually adjustable by staff.	X		
X		Accounts	Ability for staff to attach/insert documents/scanned forms (e.g. medical waiver, field trip authorization, etc.) to patron's account	X		Waivers, Receipts, Photos, etc are all tracked in CivicRec. For document upload of sensitive Protected Health Information (PHI) and Personally Identifying Information (PII), we are addressing this need through product development to enhance this experience and will be avaiable to the City at no additional expense once completed.
X		Accounts	Ability to export patron list based on participation history for e-blasts, news items, newsletters, flyers, etc.	X		
	X	Accounts	Ability to create attractive, colorful e-blasts for news items, newsletters, and flyers targeted based on patron history	X		Software will export activity data into a file for use with a desktop publishing program for the production of an activity guide, course catalog, or activity flyers.
X		Accounts	Ability for staff to print liability waivers that were signed online and include evidence of patron's consent	X		
	X	Accounts	Staff accounts include option to record certifications (with expiration).	X		Account notes can contain such information. For document upload of sensitive Protected Health Information (PHI) and Personally Identifying Information (PII), we are looking at integrations with services like Dropbox and Google Drive for document storage.
X		Accounts	Ability for ongoing Level (prerequisite) Tracking with Pass/Fail indication. Notification sent to parent via email or as an alert in their account online. Patrons cannot sign up for classes without proper prerequisite(s). Should be available to instructors online.	Partial		CivicRec does provide tools to help enforce pre-requisites for purposes of blocking registration until the pre-requisite has been met and we have planned development to support the tracking of pass/fail for completion in 2020, we are not able to provide the ability to send notifications to parents and instructors as described at this time and is not included in this SOW.
X		Accounts	Ability for ongoing Skill (progress) Tracking with Pass/Fail indication. Notification sent to parent via email or as an alert in online portal. Should be available to instructors online.	Partial		CivicRec does not yet support the tracking of progress with Pass/Fail indication we have planned development to support in 2020. CivicRec is not able to provide the ability to send notifications to parents and instructors as described and is not included in this SOW
	X	Child Care	Check in/out process meeting state requirements	TBD		CivicPlus would need to understand what the required state requirements entail- to be discussed and scoped. While CivicRec does support check-in for both activities and reservations, check-out tools are not yet available for all as described.
	X	Child Care	Check in/out (unique to each child/family) that records date, time, & name of person checking in/out	Partial		While CivicRec does support check-in for both activities and reservations, check-out tools are not yet available for all as described. CivicRec is planning on this development as a part of the product backlog and will be available to the City once completed.
	X	Child Care	Auto-generate monthly bill with detailed usage (check in/out)	X		
	X	Child Care	Ability to store patron photo in his/her account	X		
X		Facilities	Ability to manage reservations for multiple facilities, facility types, and centers. Issue permit for each reservation.	X		
X		Facilities	Ability to create rooms/areas within a facility that can be reserved separately or together	X		
X		Facilities	Automatically generate rental permit number	X		
X		Facilities	Ability to enter new reservations and automatically create a permit to include patron/ organization name, address, date, facilities reserved, detailed rental charges, etc.	X		
X		Facilities	Ability to set up prompts for unique administrator-defined facility-specific questions during facility reservation process (e.g., Will you be serving alcohol?). Questions would also appear for facilities with online reservations enabled.	X		
X		Facilities	Ability to modify dates, fees, etc. on closed reservations without having to delete the reservation and creating a new one with the adjustments	X		
X		Facilities	Ability to cancel any reservation	X		
X		Facilities	Ability to create recurring reservations (e.g., every Tuesday and Thursday for the next four months) in one process; and ability to create recurring reservations in the past.	X		
	X	Facilities	Ability to create random recurring reservations with any combination of any date sequence in one process; and ability to create recurring reservations in the past.	X		
	X	Facilities	Ability for staff to reserve multiple facilities, for any date range, in a single process without requiring duplicate data entry.	X		
X		Facilities	Prior to completion of a multi-date reservation, all reservations must be displayed to allow for adjustment or deletion without need to process another transaction	X		

X		Facilities	Refunds should only be linked to the reservation that was canceled, unless manually applied to other transactions by staff.	X		
X		Facilities	Automatically calculate total fees for reservation	X		
X		Facilities	Ability to edit (override) fees at time of reservation or thereafter, based on staff security clearance	X		
X		Facilities	Ability to amend charges, add extra fees, allow partial payments, rental damage deposits and refunds, payment reversals, and credit balance refunds	X		
X		Facilities	Allow for tracking, billing, and collecting of fees for billable services such as staff costs, overtime fees, facility damage, lighting, clean-up, and security	X		
X		Facilities	Ability for administrators to assign default fees for facility and/or patron types	X		
X		Facilities	Ability to assign multiple fees to each facility	X		
X		Facilities	Easily add hourly and/or flat rate fees to reservation for nonresident, setup, custodial, etc.	X		
X		Facilities	Identify Non-profit/private/etc. and show only corresponding rental rates, with option to view all rates.	X		
	X	Facilities	Staff view of facility reservation only lists site-specific fees & options (e.g. for athletic fields don't show gym fees or options)	X		
X		Facilities	If per-transaction fees are charged, internal bookings are exempt from fees	X		For purposes of merchant processing fees are associated to all CC/Debit transactions. No additional fees for staff booking internally for non-fee based reservations.
X		Facilities	Option to send permits, room set-up diagrams, receipts, etc. via email	X		
X		Facilities	All email correspondence with patrons should be managed by system. Email from patrons should be routed to the staff working on a reservation interaction (not general department email box). Staff responses should not come from her/his personal City email address. As a result, system should retain both sides of communication history with patron.	Partial		While CivicRec does provide communication tools for purposes of sending both email and SMS messages to patrons, CivicRec does not yet support the ability to reference historical SMS messages sent to patrons from staff and does not provide functionality and/or manage/maintain history of communication sent back from patron to department staff
X		Facilities	Option to automatically reserve facilities when creating/coding classes	X		
X		Facilities	Class reservation of a facility includes setup or breakdown time in facility reservation. Setup time must not be included in class schedule online or in brochure export (Adobe InDesign format).	X		
X		Facilities	Ability for staff to attach/insert scanned application and other related documents to permit		X	CivicRec is currently addressing the need to attach additional document as described through product roadmap and once completed the City will have available for use at no additional expense.
X		Facilities	Facility booking tracks "still due" paperwork or forms (insurance certificate, etc.)		X	Additional development is being addressed for automated reminders that should serve to meet this need. Once completed the City will have this available at no additional expense.
X		Facilities	Facility booking emails to remind patron of "still due" paperwork or forms (insurance certificate, etc.)		X	Additional development is being addressed for automated reminders that should serve to meet this need. Once completed the City will have this available at no additional expense.
	X	Facilities	Integrate with insurance certificate tracking software		X	
X		Facilities	Ability for staff to print, preview, or e-mail receipts, rental permits, etc. with reprint and/or multi-copy options	X		
X		Facilities	Ability to print reservation confirmation, with reprint and/or multi-copy options	X		
X		Facilities	Ability to reprint a permit from facility calendar without having to go to a different screen	X		
X		Facilities	System must create and track invoices	X		
	X	Facilities	Ability for staff to search for available space based on defined parameters (e.g. room for 30 people on Wednesday nights for one hour)	Partial		While CivicRec does not yet completely supported functionality as described, in addition to how CivicRec can provide some of this need out of the box there are potential workarounds we're happy to demonstrate in order to best determine if those might help in the short-term.
X		Facilities	Program facility set-up/maintenance needs can be linked to each program. Ability to print facility schedule with set-up notes	X		
	X	Facilities	Ability to define unique operating hours for each facility (open and close)	X		
	X	Facilities	Ability to disallow facility reservations on certain days for holidays, City closures, etc. Should be defined separately for each facility.	X		
X		Facilities	Ability to view facility schedules by year, month, week, day, hours, half hour.	X		CivicRec allows the viewing of facility schedules by month, week, and day.
	X	Facilities	Ability to reserve in minute increments. Should be available from calendar view.	X		
X		Facilities	System must allow reservations at least three years in the future.	X		
X		Facilities	Prevent reservations of a facility if already reserved (prevent double-bookings)	X		
X		Facilities	Drag and drop rental conflict resolution	TBD		Needs further scoping to understand the requirements entailed,
X		Facilities	Alert staff if a booking conflict exists prior to completion of a reservation.	X		
	X	Facilities	Display on-screen, in calendar view, reservation schedules for multiple facilities at once, by day, week, month or year. Schedule default and alternate views can be customized by each staff.	X		
	X	Facilities	Display reservation and usage information of a single facility or multiple facilities in a grid or calendar format. In this format, staff can click or hover over on a reservation to view more detailed information without the need to go into the reservation itself.	X		
X		Facilities	Ability to edit existing rental permits, based on staff permissions	X		
	X	Facilities	Ability for staff to color-code different types of reservations on-screen and on calendars based personal preference	X		
X		Facilities	Ability to create internal/administration/maintenance bookings without necessity to link to any family or organization	X		
	X	Facilities	Permits list administrator-defined site-specific information (do's & don'ts, site contact info, etc.). Sites: gym, park, etc.	X		
	X	Facilities	Option to include administrator-conditions of use letter along with rental permit.	X		
X		Facilities	Automatically remove facility bookings for cancelled classes.	X		
X		Facilities Online	System allows detailed facility information to be displayed including, availability, schedules, comments, fees, and facility photos and videos	X		
X		Facilities Online	Detailed, user-friendly facility search function which allows patrons to search for available facilities online. Search criteria to include types, locations, amenities, keywords, dates, times, capacity, and day of week. Ability to clearly display available facilities based on user-defined parameters	X		
X		Facilities Online	System allows online facility reservation requests which require staff approval before permit is issued to patron. This is a request for reservation, not an online booking. A message should be sent to responsible staff for approval. Payment is taken with the reservation request, but should not be processed until reservation request is approved by staff.	X		
X		Facilities Online	Only facilities selected by administrators will be reservable online. For facilities excluded from online reservations, system should still allow administrators to make their details and/or availability viewable online.	X		
X		Facilities Online	Ability to set minimum and maximum number of days/months in advance that a reservation can be made. System automatically determines if a reservation falls within that time frame.	X		
X		Facilities Online	System displays liability waivers with "I Agree and "I Disagree" options for patron input. If patron selects "I Disagree" option, the reservation cannot be completed. Allow patron to print or email liability waiver to themselves.	X		Using Prompts the client can configure a custom prompt for "I Disagree", but CivicRec does not yet support the functionality if they select "I Disagree" the reservation cannot be completed. In order to provide this, the City would need to use CivicRec's waiver functions and make them required to be completed in order to continue in the reservation process. Should the user elect not to agree to the waiver/agreement they will not be allowed to continue in the checkout/reservation process to help the City accomplish their goal.
X		Facilities Online	Ability for staff to print liability waivers with evidence of patron's consent.	X		
X		Facilities Online	Online facility booking process that can track special requirements (insurance, jump house application, etc.) for each facility. Tracking might include ability to upload documents such as an insurance endorsements. Additional special requests trigger another level of rules & requirements (e.g. filter or contingency questions).	Partial		We have plans for a few things like collected documents, but we understand this as asking for a complete workflow management tool that has not yet been scoped and detailed. Therefore, CivicRec is not able to provide functionality as described. However, Waivers, Receipts, Photos, etc are all tracked in CivicRec. For document upload of sensitive Protected Health Information (PHI) and Personally Identifiable Information (PII), we are addressing this need through product development to enhance this experience and will be available to the City at no additional expense once completed.

	X	Facilities Online	Ability for patron to scan and attach any required documents for reservation (e.g., proof of residence/ business status, non-profit status, proof of insurance, etc.)		X	While not currently available this is being addressed through product development and will be available to the City at no additional expense once completed.
X		Facilities Online	Allow patrons to view reserved times without the ability to see details (e.g., who has reserved the time or what it was reserved for)	X		
X		Facilities Online	Patron view of facility reservation only lists site-specific fees & options (e.g. for athletic fields don't show gym fees or options)	X		
	X	Facilities Online	Suggest other similar facility if requested facility is booked		X	
X		Facilities Online	Allow cart to expire after certain period of time if patron does not check out	X		
	X	Facilities Online	Show transaction timer for cart expiration. (e.g. Ticketmaster)		X	
X		Facilities Reports	Customizable facility report formats	X		
X		Facilities Reports	Ability to print or preview facility calendars including all rooms in a facility by date range or by individual rooms with fit-to-page option.	X		
X		Facilities Reports	Ability to print and/or email facility calendars by date, facility, or specific room. Calendars must include beginning and ending reservations times and staff-defined rental title.	X		
X		Facilities Reports	Ability to create report for easy analysis of reservations by various parameters (facility, type of rental, resident, non-resident, non-profit)	X		
X		Facilities Reports	Ability to track reservations into staff-defined statistics and reporting groups (e.g., all wedding reservations)	X		
X		Facilities Reports	Ability to produce reports that include one, some, or all of the following options and data elements: All reservations for a specific facility type, such as a meeting room or field, all reservations for a specific facility, all reservations for a specific date range, all reservations for a specific patron or organization (e.g., non-profits), all reservations for a specific staff member	X		
	X	Facilities Reports	Ability to choose which groups/accounts are included in report results. (E.g. Report that shows all rentals but allows to exclude reservations for some groups.)	X		
X		Facilities Reports	Ability to report all financial activity for rentals by date range, site, type of facility (gym, field, picnic area, etc.), number of hours, etc.	X		
X		Facilities Reports	Ability to preview reports on-screen	X		
X		Facilities Reports	Ability to choose to print or email permits, facility rules and regulations, etc.	X		
X		Facilities Reports	Ability to run a marketing report listing all patrons with reservations for a staff- defined search range (e.g., all patrons who reserved picnic areas for last month) and email/text/send notifications for upcoming events	X		
X		Facilities Reports	Reservation report showing all reservations made by an individual patron or organization for a specific date range	X		
	X	Facilities Reports	Ability to create reports by facility and date, showing any reservation special requests and set-up requirements with option to include set-up chart	X		
X		Facilities Reports	Ability to print rules and regulations letter and set-up chart at the time rental permit is issued. Include option to email the permit with these attachments.	X		
X		Facilities Reports	Allow facility schedule inquiries by date range	X		
	X	Facilities Reports	Ability to view schedules for multiple facilities at one time	X		
X		Facilities Reports	View reservation information by patron/organization name or by permit number	X		
X		Finance	System must allow for: (a) Full payment (b) Partial payment (c) Payment from patron credit (d) Payment reversals (e) Payment cancellations and backdating (f) Payment plans with automated tracking (g) Credit balance refunds (h) Rental deposit refunds	X		
X		Finance	Allow split payments among multiple payment methods (cash, check, credit, gift certificate, etc.).	X		
X		Finance	System must provide complete end-of-day reports (summary and detail options), to include as a minimum: (a) End of shift cash out process/report (b) Receipt transaction listing with receipt number, time of transaction and amount of transaction, and patron name, if checks, include check numbers (c) Daily GL account distribution (d) System must have the ability to balance (cash out) by staff member, location, for any date range, any time range, by function, by general ledger account number, by payment method, or for the entire system.	X		
X		Finance	System must have the ability to cancel any transaction(s) with the following options: (a) Apply credit to household balance (b) Apply surcharge fees (c) Apply split refund payment types (i.e., ability to process a refund with portions applied to multiple refund payment methods) (d) Refund later from system (e) Backdate a payment cancellation	X		
X		Finance	Refund to payment type used at time of purchase (cash or check by check, credit card to credit card)	X		
X		Finance	Ability to apply account credit to any transaction in any module in person or online.	X		
X		Finance	Payment processor - either vendor hosts or a Third party	X		Client has elected to use Elavon as their third-party payment processor.
X		Finance	If a third party payment processor is used, there must be some identifier that helps identify which transaction in recreation system ties to which payment in third party payment system.	X		
X		Finance	Option for auto bill pay (recurring credit card charge)	X		
X		Finance	Allow multiple, user-defined payment methods to be used online, including Financial Assistance.	X		
X		Finance	Require payment reference information to be entered during transaction processing (e.g., when processing a check, check number is required for tracking purposes)	X		
X		Finance	As revenue is tracked (i.e., transactions are processed), the revenue generated may be linked to unique general ledger codes. Example: If an Arts program is offered, a class fee and a registration fee are required. The system must have the ability to separate the class fee and the registration fee into two unique GL accounts and/or sub-accounts, automatically. Revenue from any part of the system (module) may be associated with any GL code in the system	X		
X		Finance	System must provide for linking revenue to chart of account codes (general ledger accounts).	X		
X		Finance	Ability to track revenue generated from activities that have not started yet (i.e., deferred revenue)	X		
X		Finance	Allow multiple, administrator-defined payment methods to be established (e.g., coupons, gift certificates, fee waivers, etc.)	X		
X		Finance	System must allow for tax rate option to be set up.	X		
	X	Financial Assistance	Patron's account should show Financial Assistance eligibility. For example, when registering an eligible patron in person, the system should show staff that the person has Financial Assistance available.	X		
	X	Financial Assistance	Automatically remove Financial Assistance status from patron accounts on system administrator-defined expiration date. Unused funds should go back to the main Financial Assistance account.	X		

	X	Financial Assistance	Ability to offer & track Financial Assistance that is restricted to system administrator-defined activities	X		
	X	Financial Assistance	Financial Assistance redeemable online for approved activities	X		
	X	Financial Assistance	Generate form letter to notify or remind recipient of Financial Assistance status (available funds & expiration date). Options to email or print letter.		X	
	X	GIS	Integrate with the City's GIS system (Esri ArcGIS) for residency information	X		The City may opt to have CivicRec integrate with its Esri ArcGIS system for purposes of local resident determination, service fees apply.
X		Implementation	Detail project timeline with carefully spelled out phases of installation, training, testing, etc.	X		
X		Implementation	Ability to interface with City's future financial software	TBD		Due to ambiguity, CivicPlus cannot agree without knowing more concerning the future financial software and what system the client is planning on using. To be further scoped and discussed. We do offer financial extract services , and we can integrate with the City's selected payment gateway (for credit card processing). Additionally, we can also produce a GL extract compatible with the City's financial system. We have interfaced with a number of different systems and are confident that we can produce a file compatible with yours. Service fees apply. Although, these may be different functions, need to discuss further to understand.
X		Implementation	Extensive capability testing on a test/trainer database prior to going live	X		
X		Implementation	Extensive on-site training	X		Training and travel fees apply.
X		Implementation	Detailed training on how to customize reports	X		
X		Implementation	Web-based training for staff and instructors	X		
X		Implementation	Extensive training for staff, administrators, and any others where appropriate	X		
	X	Implementation	If data migration is possible, ability to transfer any monies on patron accounts to new system, including rental deposits, credit on account, amount owed	X		
	X	Implementation	Ability to roll over patron and facility details and history from existing CLASS system	X		Please see proposal for additional details concerning data imports.
	X	Implementation	Dedicated vendor project manager	X		
X		Leagues	Provides for the scheduling of any number of leagues with normal regular season, round robin, and single/double elimination, including playoffs.	X		
X		Leagues	System automatically reserves facilities during the schedule generation process	X		
X		Leagues	Ability to design full leagues (schedules, standings, and rosters)	X		
X		Leagues	Automatically calculates team record and winning percentage	X		
X		Leagues	Ability to cancel games and reschedule	X		
X		Leagues	Ability to import our own schedule (in place of system-generated schedule).		X	
X		Leagues	Allows manual adjustment to a league schedule to meet any special requirements	X		
X		Leagues	Allows for any adjustments to any game in the schedule	X		
X		Leagues	Allows for creation of tournament brackets at the end of the regular season based on league standings	X		Comment for both: While CivicRec does not yet support the ability for staff to create tournament brackets at the end of the regular season based on league standings, we are anticipating the
X		Leagues	Effective method for managing "round-robin" and tournaments	X		release of the ability to create/produce Single Elimination tournament brackets in 2019 with additional options planned for future release in 2020.
X		Leagues	Ability to create league and coach/division specific email lists	X		
X		Leagues	Produce and print individual league team rosters.	X		
X		Leagues	Ability to email or text schedules, standings, and rosters and post online	X		
	X	Leagues	Count forfeits as a loss and a half in standings.		X	
X		Leagues	Ability for staff to take a class list and assign youth to specific teams at will. Team rosters would include contact info, special needs, etc.	X		
	X	Leagues	League Coaches Portal: allow coaches to look up rosters, communicate with team members (via system & not personal account), etc. (similar to Team Snap)	X		
X		Memberships	Batch renewal billing: roll over members into new cycle and automatically generate invoice (to manually mail or email).	X		
X		Memberships	Ability to create a variety of membership pass types and time periods (annual, quarterly, punch pass)	X		
X		Memberships	Option to print membership cards which can be used to pull up an account or check- in to a class. Includes ability to report on check-ins to track usage. Cards could be mag-strip, barcode, HID, etc.	X		
X		Memberships	Ability to check-in via smartphone (via an email barcode or app; doesn't matter how)	X		This is currently supported via e-tickets with barcode scanning.
X		Memberships	Option to limit class registration to those with a valid membership (membership validation by age, program/class, etc.)	X		
X		Memberships	Ability to track and report on visit history	X		
X		Online	Website should meet is the Web Content Accessibility Guidelines (http://www.w3.org/TR/WCAG20/)			See Exhibit A: Software Components
	X	Online	Ability to offer an online store that ties into point of sale (aware of inventory). Items would be for pickup only.	X		
X		Online	E-mail address is login credential	X		
X		Online	Ability for patron to select their own password	X		
	X	Online	Option for patron to login using other credentials such as Google, Facebook, etc.	X		
X		Online	Alert patron of scheduling conflicts between class they are adding and existing classes on account		X	This is currently specific to active registrations in same class their attempting to enroll into.
X		Online	Alert patron if signing up for a class they do not meet the requirements for (prerequisites, age limit, etc.). System should give reason for error, rather than simply preventing registration.	X		
	X	Online	Patron start page suggests classes family members might like		X	
X		Online	Ability for patrons to attach/insert scanned forms (e.g. medical waiver, field trip authorization, etc.) to patron's account		X	While CivicRec does not yet support attaching documents as described we will be starting the development needed for this later this year and will continue working on completing this in 2020. Once completed the City will have access to use as needed
X		Online	Allow cart to expire after certain period of time if patron does not check out	X		
X		Online	System displays liability waivers with "I Agree and "I Disagree" options for patron input. If patron selects "I Disagree" option, the transaction cannot be completed. Allow patron to print or email liability waiver to themselves.	X		Using Prompts the client can configure a custom prompt for "I Disagree", but CivicRec does not yet support the functionality if they select "I Disagree" the reservation cannot be completed. In order to provide this, the City would need to use CivicRec's waiver functions and make them required to be completed in order to continue in the reservation process. Should the user elect not to agree to the waiver/ agreement they will not be allowed to continue in the checkout/reservation process to help the City accomplish their goal.
X		Online	Offer electronic signature for liability waiver	X		
	X	Online	Ability for patron to add family or individual class schedule into personal electronic calendar (e.g. Outlook Calendar, iCal, Google Calendar, csv file, etc.)	X		
	X	Online	Patron-specific salutations when registering such as "happy birthday" or anniversary of being a patron		X	
	X	Online	Option for staff and instructors to record program attendance	X		
	X	Online	Ability for instructors to update patron skill or prerequisite record.	X		This is a permission based functionality assigned to users as the City deems fit.
	X	Online	Allow league coaches to look up rosters, communicate with team members (via system & not personal account), etc. (similar to Team Snap)	X		
	X	Online	Accurately, translate online pages into different languages		X	While CivicRec does not provide language support most groups meet this need through browser translation tools available.
	X	Online	Option to make donations and buy items in online store without having to create an account		X	For purposes of "guest-checkout" functionalities this is currently supported in-house. For all online transactions patrons are required to log into an active user account.
X		Online	Option for administrators to include class details online. Details include: detailed class information, spaces available, comments, fees, dates, times, instructors, no class dates, and age/grade requirement online. Option for staff to include links to documents (e.g. class supply list, dress code, etc.)	X		
X		Online	Present custom, activity-specific questions during the online registration process	X		
X		Online	Ability to disallow online registration for certain classes	X		
X		Online	Class and facility locations show addresses using online mapping (e.g. Bing Maps, Google Maps, Map Quest etc.)		X	
X		Online	Responsive view - adjusts to smart phones/tablets and PC's	X		

X		Online	Ability for patron to create account and use it right away.	X		
X		Online	System alerts patron of existing account when registering, etc. (to prevent duplicates)	X		
X		Online	User-friendly option for patrons to reset a forgotten online password or retrieve a forgotten username.	X		
X		Online	Ability for patron to update email, phone, etc. with the exception of physical address (due to non-resident fee) and birthdate. Only staff and administrators should be able to change physical address and birthdate.	X		
X		Online	Robust search function, allowing patrons to quickly find program details and information based on program criteria (name, location, type, age, activity code)	X		
X		Online	Ability to browse classes and availability online without requiring an account	X		
	X	Online	Suggest similar classes if a class is full		X	
	X	Online	Patrons may add themselves to a wait list	X		
X		Online	Allow patrons to add special needs (physical, dietary, etc.) notes during online registration	X		
X		Online	When registering, prompt patron to confirm emergency contact data is correct during checkout	X		
X		Online	Periodically prompt patron to confirm phone, email address, contact, & other staff-defined data are correct. Intent is to make sure best method of contact is current.	X		
X		Online	Patron may request refund online, with automatic staff notification. Refunds require staff processing.		X	While not currently available this is something CivicRec is addressing through product development and will be available to the City once completed at no additional expense.
	X	Online	Cancelled classes appear as "cancelled" online (they are not removed from listing)	X		The City can choose to manage this function as needed, both cancel and/or remove from online viewing. This feature can be set to manage automatically or manually.
	X	Online	Upselling recommendations like on Amazon (while browsing and during checkout). Upselling should make sure there is space in the class(es) before promoting.		X	
X		Online	Add activities to cart and view cart before check out	X		
	X	Online	Show transaction timer for cart expiration. (e.g. Ticketmaster, but with more time.)		X	
X		Online	If item is placed in patron cart, spot is not guaranteed until checkout is completed	X		
	X	Online	Allow patrons to view/print schedule of all household registrations. Ability to add/remove individual household members from calendar view.	X		You do have the ability to view/print schedule of all household registrations, and to view all household members from calendar view. Members are not removable from calendar view.
X		Online	Allow patrons to view account information, current/history/future enrollments online	X		
X		Online	Detailed class registration receipts must be provided on-screen with option to print.	X		
X		Online	System must meet the PCI/CISP credit card industry Payment Applicator Best Practices specifications	X		CivicRec is certified as PCI SAQ-D compliant as a service provider. CP Pay is certified as PCI Level 1 compliant.
X		Online	Online patrons must be notified in real-time if credit card is declined	X		Expired credit cards are typically indicated by a real-time return code from the merchant provider. Some merchant providers (e.g. OpenEdge) even have decline minimizing capabilities which will map the refund to the cardholders newly received card.
X		Online	Credit card payments must be automatically deposited directly into City accounts at the end of each day	X		Additional dependency on the Merchant Services being used by the Department.
X		Online	Ability for administrators to control online registrations by season, specific dates, and patron residency, etc.	X		
X		Online	Ability for instructors to view and print class list online	X		
	X	Online	Ability for instructors to communicate with patrons via email or text (patron's preferred communication method). Allow instructors to add email addresses or texts that are not on class roster. If an instructor is going to cancel or change something about an individual class meeting, clerical should be notified. Communication should come from system and not from instructor's personal email address or cell phone number.	X		Permission based and available for use as needed.
	X	Online	Ability for instructors to change class size max/min. Instructor's supervisor should be notified of any changes.	X		Permission based and available for use as needed.
	X	Online	Ability to conduct online surveys based on staff-defined criteria within the system using email and social media.	X		These surveys utilize email and not social media.
	X	Online	Options for website design so it matches close to our city website	X		
	X	Online	Create and update webpages without having to edit html	X		
	X	Online	Ability for staff to post videos with class descriptions, facility descriptions, help information, landing/home pages, etc.		X	In order to maintain a judicious use of CivicRec we do not support the use of video. If needed the City may choose to embed video links for purposes of redirecting users for additional information.
X		Online	If per-transaction fees or revenue percentages are charged, process donations without them (excludes credit card fee)	X		
X		Payment processing	Third party (for PCI compliance). Interface will not capture or store any payment card information on or within the City of Palo Alto servers or network environment.	X		
X		Point of Sale	Ability to sell items in person at sites	X		
X		Point of Sale	Ability to customize receipt format (e.g. with different information per site, with City logo, etc.)	X		
X		Point of Sale	Itemized receipts	X		
	X	Point of Sale	Flexibility in entering/changing amounts	X		
	X	Point of Sale	Option to attach patron information to transaction	X		
X		Point of Sale	Ability to easily process refunds from point of sale	X		
X		Publishing	Formatted Brochure export to Adobe InDesign, editable if format changes	X		
	X	Publishing	Formatted Brochure export to Adobe InDesign to multiple languages		X	This would be a requirement of the City staff to manage. CivicRec provides the tools to export information out of CivicRec in an InDesign format but does not manage multiple languages.
X		Registration	Upon completion of any transaction, the roster, household history, cash journal, general ledger, billing information (if applicable) and activity financial status reports are all updated immediately.	X		
X		Registration	Option for administrators to give staff ability to override requirements (e.g. age, grade, skill level, fees, etc.). Would be nice to have the option to make this override permanent.	X		
X		Registration	Allow for age or grade-specific classes that a patron cannot sign up for if not the corresponding age or grade.	X		
X		Registration	Display the number of registrants currently enrolled in a class	X		
X		Registration	Automatically generate wait lists for classes reaching the maximum number of enrollees	X		
X		Registration	Display the number of registrants currently on the wait list for a class	X		
X		Registration	Allow staff to manually change wait list order. (E.g. Move someone up or down in priority.)	X		
X		Registration	Automatically notify staff of wait list change when an opening becomes available. This will allow staff to notify the appropriate person on the wait list.	X		
X		Registration	Option for staff to prorate class fees once a class has started	X		
X		Registration	Staff must be notified immediately if a credit card is declined.	X		
X		Registration	Registration refunds must not be applied to other transactions without manual intervention (linking)	X		

X		Registration	All email correspondence with patrons should be managed by system. Email from patrons should be routed to the staff working on a registration interaction (not general department email box). Staff responses should not come from her/his personal City email address. As a result, system should retain both sides of communication history with patron.		X	All incoming emails are managed through staff's department email.
	X	Registration	Digital signature pad at front counters (so they don't have to fill out a registration form) would need to be able to confirm registration is correct before signing.		X	While CivicRec does support e-signature options, CivicRec is not currently integrated with stand alone hardware tools for purposes of meeting this need.
X		Registration	Automatic E-mail confirmations and reminders	X		
X		Registration	Ability to easily email instructors their rosters with the specific information they want (names with emails or names with food allergies, birthdates, etc.). Should exclude sensitive information (e.g. address, etc.).	X		
X		Registration	Prevent sensitive information from being emailed out by unaware staff.	X		
X		Registration	Ability for staff to email patrons their individual or family class schedules	X		CivicRec's public dashboard tools prove especially useful in sharing this information with patrons.
X		Registration	Ability to offer and track trial (free) classes. This should be reportable.	X		
X		Registration	Each program can be linked to a staff-defined activity category (e.g., Youth Arts & Crafts, Youth Athletics)	X		
X		Registration	Allows for activity to be associated with an activity sub-category and be searchable by the categories and sub-categories (e.g., Category: Youth Programs, Sub-Category: Dance)	X		
X		Registration	Ability to offer pre-enrollment for the next session to current session participants with two options: 1. Pre-enroll in the exact same class (same day & time) in the next session (e.g. Mondays at 10 am). 2. Pre-enroll in any class in the next session (like a priority registration). All current patrons are notified of pre-enrollment opportunity by email with option to pay corresponding class fee online. Include option to also send notification by snail mail. This pre-enrollment option should only be available to patrons in the same category of class. For example, pre-enrollment in Gymnastics is only available to current Gymnastics patrons. Example of the two pre-enrollment options above 1. Currently registered in Gymnastics Level A on Mondays at 10 -> pre-enroll patron in Gymnastics Level A on Mondays at 10 in the next session 2. Currently Registered in Gymnastics Level A on Mondays at 10 -> allow patron to choose any Gymnastics class at any day & time (that they qualify for)	X		
	X	Registration	Private Lesson Management. Ability for patron to register online for single private lessons. Notification sent to instructor and staff when private lesson is scheduled.	X		
X		Registration	Drop-In Class Management. Patrons can register for a class that is only for drop-ins. Ability to sell drop-in classes that traditionally have used punch cards (prefer different method than punch cards). Staff must have the ability to record when a drop-in class has been used. Drop-In Class package tied to family and not to specific participant. Usage tracked on both ends of online portal (staff and patron portal). Want patron to appear on a class list for the classes they attended.	X		
X		Registration Transactions	Update patron history record, program roster, receipts, general ledger account distribution with a single transaction entry	X		
x		Registration Transactions	Multiple window option for staff during registration (e.g., staff can do more than one thing at a time such as searching patron or activity info while processing a transaction.)	X		
X		Registration Transactions	Staff is able to update and make changes to any part of a transaction at any point in the process	X		
X		Registration Transactions	Allow staff to override requirements (age, gender, grade, prerequisite, etc.) with appropriate security clearance	X		
X		Registration Transactions	Do not allow duplicate registrations (same person into same activity).	X		
X		Registration Transactions	Automatically check if patron's registration conflicts with other programs already registered in		X	CivicRec currently provides alerts for users if attempting to enroll in activities already enrolled in. CivicRec does not check against other existing registrations and would be the responsibility of the registrant to ensure availability until this can be addressed at a later time through development.
	X	Registration Transactions	Suggestions provided to staff if a class is full		X	
X		Registration Transactions	Ability to register a patron for multiple activities/ programs without having to reselect that person for each program.	X		
X		Registration Transactions	Ability to register multiple family members into multiple programs in one transaction without having to reselect the household, with all transactions printing on one receipt.	X		
X		Registration Transactions	Warn staff if registration does not meet the specific requirements (age, gender, grade, prerequisite, etc.)	X		
X		Registration Transactions	Ability to apply discounts to a transaction or account as needed	X		
X		Registration Transactions	Ability to offer multi-child (sibling) discounts. Multi-child discount to apply to selected "grouped" activities.	X		
X		Registration Transactions	Easy reference for staff to last transaction processed (receipt number, patron name, etc.)	X		
X		Registration Transactions	Allow for automatic calculations of multiple child/ patron discounts based on enrollments into the same type of sessions or programs.	X		
X		Registration Transactions	Allow for the cancellations of an individual or entire class in a single transaction, with the option to apply the funds to another program, keep the money on patron's account, or process a refund.	X		
X		Registration Transactions	Ability for staff to transfer a patron or whole class from one activity to another in one transaction (i.e., no need to withdraw from an activity in one transaction, and then enroll in another activity in a second transaction)	X		
X		Registration Transactions	Ability to choose to print or email receipts for any type of transaction. Should follow patron's communication preference.	X		
X		Registration Transactions	Additional comments added during activity set-up should print on receipt. Further comments can be added by staff before printing.	X		
X		Registration Transactions	Customizable receipts (include City/Department logo)	X		
X		Registration Transactions	Ability to produce receipts with program information, dates, times, locations, descriptive comments, payment information, date/time of transaction, staff and payment method, department information (donations, non-profit tax id, etc.)	X		
X		Registration Transactions	Ability for staff to make entries to special notes section during registration and ability for it to print on activity roster if selected (e.g., allergies, medical, etc.)	X		
X		Registration Transactions	Option for administrators to add prompt for specific staff to remind them to confirm phone, email address, & other staff-defined data with patron. Would be nice to be able to set this to turn on/off on a regular schedule (e.g. quarterly).	X		Current prompts are tied to registration/reservation processes.
X		Registration Transactions	Ability for staff to process registrations with payment via tablets at offsite events (Summer child care and at special events-street fair booths) and email receipts	X		
X		Registration Transactions	If per-transaction fees are charged, internal registrations are exempt from fees (i.e. free classes, donations)	X		For purposes of merchant processing CivicRec does not collect/charge fees for non-fee based registrations and would be restricted to Debit/CC transactions only.
X		Reports	Real-time financials	X		

X		Reports	Standard system reports which provide demographic and statistical information for program sessions, categories, types, ages, genders, etc., and ability export to Excel and produce graphs and charts	X		
X		Reports	Ability to customize reports	X		
X		Reports	Ability to sort reports by department, staff, instructor, class, site, GL account, payment type, etc.	X		
X		Reports	Ability to print account statements based on user-defined criteria	X		
X		Reports	Ability to view/print rosters and attendance sheets by user-defined fields (e.g., enrollment date, in alphabetical order, age, order of entry, etc.)	X		
X		Reports	Standard report listing all activities patron is/has been currently enrolled in - ability to select by dates	X		
X		Reports	Report showing activities not meeting minimum enrollment (sorted by supervisor, instructor, site, etc.)	X		
X		Reports	Report showing activities reaching the maximum enrollment (sorted by supervisor, instructor, site, etc.)	X		
X		Reports	Ability to view/print activity listings, in summary or detail, by selecting a range of activities with start date (e.g., print all classes beginning the week of April 1)	X		
X		Reports	Report showing number registered in programs by category, sub-category, class, instructor, supervisor, site, etc.	X		
X		Reports	Ability to create class roster that includes special notes (food allergy, prescription medication, etc.)	X		
X		Reports	Extensive, ad-hoc (customizable) reporting options	X		
	X	Reports	Schedule-able reports delivered by email to staff-defined email address(es).	X		
	X	Reports	View real-time dashboards of financials, trends and histories	Partial		While CivicRec's reporting tools are not currently capable of providing custom dashboards for viewing multiple reports at the same time and does not provide the ability to create trend reporting, CivicRec's reporting tools can be used to access and export this information for the department to use internally as needed. We are continuing work needed to expose this information through CivicRec's API and will be made available to the City once development is completed.
X		Reports	Reports should be available in both summary and detail (where applicable) and by date range.	X		
X		Reports	Exportable to PDF, Excel, Word, XML, rich text, csv, etc.	X		CivicRec supports the ability to export via XML, CSV and PDF.
X		Reports	Refund reports for specified date ranges, with ability to exclude payment type (e.g. credit cards, check, cash)	X		
	X	Reports	Ability to report sales tax revenue by staff-defined date range. Report should include both point of sale and online revenue.	X		
X		Reports	Track upcoming payment plan due dates	X		
X		Reports	Aging report	X		CivicRec has a very powerful reporting engine. There are 100+ standard/canned reports in CivicRec. However, staff can basically take any report and customize it to their liking. Filters can be added and/or removed. Fields can be added and/or removed. Reports can be sorted, saved, emailed, exported, or scheduled for regular delivery to any email address. CivicRec will gladly take any reasonable reporting request from the City and ensure that it is made available as requested.
X		Reports	If a third party payment processor is used, ability to generate and print financial reports from payment processor.	X		
	X	Reports	Instructor payment report based on percentage or flat rate. Removes registration fee and non-resident fee before calculation.	X		
	X	Reports	Ability to calculate instructor pay. Allows only certain program fees to be included in instructor pay processing calculation.	X		
	X	Reports	Report that splits percentage or flat rate payment between multiple instructors based on their individual payment share	X		
	X	Reports	View/print instructor contact information, certifications, pay rate for verification purposes	X		
X		Reports	Produce comparison reports (e.g., mail-in & walk-in vs. online registration, resident vs. non-resident, etc.)	X		
X		Reports	Ability to view/print revenue report by activity, preferably with option to create graphs and charts for easy analysis of revenues	X		
X		Reports	Produce report showing enrollments for all programs within a given parameter (e.g., Spring 2015) or by dates, by activity category, etc.	X		
X		Reports	Ability to create mailing labels (various sizes) directly from system based on staff- selected criteria	X		
X		Reports	Audit trail to show which staff made each accounting transaction	X		
X		Security	Different levels of authorization for multiple staff. Ability to limit staff access to only what they need to fulfill their role.	X		
X		Security	Option to set staff permissions to only view facility bookings without ability to make changes or to take payment.	X		
X		Security	System must meet the PCI/CISP credit card industry Payment Applicator Best Practices specifications.	X		
X		Security	System must comply with new credit card chip technology requirements	X		CivicRec's ability to meet this requirement will depend on which merchant option the City chooses to work with. Please see proposal for additional information.
		Course/Setup	Custom codes, use the same code year after year	X		
X		Course/Setup	Activity codes follow logical naming convention (either auto-generated or staff-generated)	X		
X		Course/Setup	Allows for unlimited length program descriptions. Descriptions will appear in brochure export, online registration site, on-screen in system searches.	X		
X		Course/Setup	Ability to roll over activity/program information from one season to another and automatically generate new class/program/activity codes	X		
X		Course/Setup	Designate minimum and maximum number of participants	X		
X		Course/Setup	Designate minimum and maximum school grade range. Date for grade verification should be adjustable by staff.	X		
X		Course/Setup	Ability to set separate registration start dates based on patron status (e.g. resident and non-resident), prior class enrollment, and memberships	X		
X		Course/Setup	Automatically select and apply the appropriate patron fee type (resident, non- resident, senior, non-profit, etc.) based on information in a patron's record	X		
X		Course/Setup	Programs can be associated with multiple facilities/locations and the system automatically reserves those facilities	X		
X		Course/Setup	Option to change activity status to open/closed/cancelled	X		
X		Course/Setup	Programs can be associated with off-site locations (e.g., Class takes place at a business such as an Ice Skating rink)	X		
X		Course/Setup	Allow for entry of dates class will not meet and the total number of class meetings adjusted accordingly. Must also print on receipt.	X		
X		Course/Setup	A unique comment/note can be associated with a program (e.g. bring a yoga mat). Appears on receipt and as part of program information.	X		
X		Course/Setup	One min/max shared by multiple programs or activities (e.g. two programs in the same room at the same time with one maximum)		X	CivicRec currently tracks min/max to individual sessions.
X		Course/Setup	Option to allow for prerequisites to be linked to a program, so only registrants who have taken the prerequisites (e.g. class(es), skill level(s), etc.) can sign up	X		
X		Course/Setup	Allow multiple, separate fees to be linked to each program and for each separate fee to be linked to a different GL account number	X		
X		Course/Setup	Ability to assign multiple instructors to one program	X		
X		Course/Setup	Multiple pay rates can be linked to each instructor (hourly, percentage, per participant, flat fee)	X		
X		Course/Setup	Automatically calculate discount fees/coupons or incentives to programs	X		
	X	Course/Setup	Incentive options (e.g., register/pay by certain date and receive a discounted fee, early bird registration)	X		

X		Course/Setup	Allow for staff-defined enrollment prompts allowing for any data fields/questions to be set up and tracked for the program. Prompts will pop-up during registration process (e.g., What is your child's t-shirt size? How did you hear about this program?)	X		
X		Course/Setup	Separate registration dates for resident and non-resident, memberships, for online, mail-in and walk-in registrations (e.g. pre-registration)	X		
X		Course/Setup	Option to send out email/text reminder to patrons before class/ program begins	X		
X		Course/Setup	Option to track make-up classes (or to tell if someone has used up all classes paid for). Administrators can limit number of allowed make-ups per patron. Allow make ups to be added up to the administrator-defined class maximum.		X	
X		Course/Setup	Enrollment History Management. E.g. ability to identify when last gymnastics class was taken and set restrictions on ability to re-enroll. For example, Student registered in 2012 for Level 2. Wants to re-register for Level 2 in 2015. System does not allow registration, notifies them that they have not participated in gymnastics for over 4 months and will need to begin at Level 1.		X	While CivicRec retains and tracks this information there is not currently a way to restrict users from re-enrolling in programs they've already participated in unless they're currently enrolled in which case CivicRec flags and notifies users of active enrollment status.
X		Support	Live responsive technical support, available during normal business hours in the Pacific Time Zone.	X		
X		Support	Tiered levels of user access to technical support (e.g., recreation staff, system administrator, IT, etc.). System administrators should be notified when anyone else (e.g. recreation staff, IT) contacts customer support directly.	X		You can restrict those that can request assistance. There is no additional charge for us to help any member of the City that requires assistance in the system.
	X	Support	Extensive online help for patrons	X		
X		Support	Up to date system manuals/help for staff (printed or online)	X		
X		Support	Timely notification of updates and enhancements (with full descriptions) and training on how to use enhancements	X		
X		Support	Payment Processor - Third party host - customer service hours similar to City of Vacaville Community Services business hours	X		
	X	Support	Online interface to open/track support issues and availability of knowledge database.	X		
X		Support	Provide fixes and patches for problems encountered between software releases.	X		
X		Data Security	Provide full back up and restore functions.	X		
X		Data Security	Provide high availability on 24/7 schedule.	X		
X		Data Security	Provide 99.9% uptime after exclusion of scheduled maintenance and hardware failure.	X		
X		Data Security	Provide full system recovery capabilities.	X		
X		Data Security	System will not display or print passwords.	X		
	X	Data Security	Ability to purge select data based upon retention schedule.	X		
X		PCI Compliance	Solution must meet PCI DSS / CISP credit card industry Payment Applicator Best Practices.	X		CivicRec is PCI SAQ-D compliant as a service provider. CP Pay is certified as PCI Level 1 compliant (please see proposal for additional information).
X		PCI Compliance	Vendor will provide proof of PCI compliance annually - PCI DSS Certificate of Compliance.	X		CivicRec maintains PCI compliance through an Approved Scanning Vendor (ControlScan). We are scanned monthly and provided a quarterly certificate of compliance. Our customers are provided a copy of that certificate for use in their own PCI Compliance.
	X	PCI Compliance	Vulnerability scans to be performed by PCI Security Standards and it's results will be available for CSD on request.	X		CivicRec maintains PCI compliance through an Approved Scanning Vendor (ControlScan). We are scanned monthly and provided a quarterly certificate of compliance. Our customers are provided a copy of that certificate for use in their own PCI Compliance.
X		PCI Compliance	Vendor will notify in writing and voice immediately if any data breach has been detected on any hosted system and will provide detailed assurance/information on what CSD information has been compromised during this breach.	X		
X		System	Ability to access via tablet/Ipod/mobile device	X		
X		System	Patron/organization data must be shared across all modules of the system (Registration, Facility Booking, Memberships, Online, Child Care, etc.).	X		
X		System	Staff-facing programs should be compliant with accessibility standards (guidelines from Section 508 of the Rehabilitation Act of 1973)			See Exhibit A: Software Components
X		System	More than one staff member may update the system at the same time, in the same program. System must prevent the loss of data when two or more people (staff, administrators, patrons) are updating the same record.	X		
X		System	System automatically assigns a unique transaction number to each reservation and/or registration	X		
X		System	System must allow the administrators to define how much history is retained and when it is archived	X		
X		System	All transactions, reports, etc. in the system should be in real-time	X		
X		System	Customizable "dashboard" display with current information without having to run a report. Examples include: reservation calendar, tracking registrations for specific programs, upcoming rentals, "still due" paperwork, etc.		X	CivicRec maintains both Public/Staff dashboards for users, though customization of these dashboards is not currently available we are continuing to address this through product development and the City will have this available once completed at no additional expense.
X		System	Option to automatically email rosters to instructors at a specified time.	X		
X		System	Ability to include custom text/logos on all receipts, rental permits, and reports	X		While CivicRec does provide the ability to add logos and custom text to things like receipts and permits using provided templates, CivicRec does not support adding custom text/logos to reports available through CivicRec's reporting tools
X		System	On-going trainer/testing database (i.e., ability to test transactions offline, hidden from public website). Could be used to train new employees or to test out features.	X		
X		System	Offer gift cards/ rewards	X		CivicRec supports both Gift Card and Coupon Code functions to meet this need.

EXHIBIT B SCHEDULE OF PERFORMANCE

CONSULTANT shall provide ongoing Services to the CITY as described in Exhibit A, Scope of Services for the Recreation Management Software System within the term of the Agreement.

☒ Optional Schedule of Performance Provision for On-Call or Additional Services Agreements.
(This provision only applies if checked and only applies to on-call agreements per Section 1 or agreements with Additional Services per Section 4.)

The schedule of performance shall be as provided in the approved Task Order, as detailed in Section 1 (Scope of Services) in the case of on-call Services, or as detailed in Section 4 in the case of Additional Services, provided in all cases that the schedule of performance shall fall within the term as provided in Section 2 (Term) of this Agreement.

EXHIBIT C COMPENSATION

CITY agrees to compensate CONSULTANT for the Services performed in accordance with the terms and conditions of this Agreement, including Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4 of the Agreement), based on the rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services, any specified reimbursable expenses, and Additional Services (if any, per Section 4), within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

REIMBURSABLE EXPENSES

CONSULTANT'S ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder.

Reimbursable expenses, if any are specified as reimbursable under this section, will be reimbursed at actual cost. The expenses (by type, e.g. travel) for which CONSULTANT will be reimbursed are: **NONE** up to the not-to-exceed amount of: **\$0.00**.

All requests for reimbursement of expenses, if any are specified as reimbursable under this section, shall be accompanied by appropriate backup documentation and information.

EXHIBIT C-1 SCHEDULE OF RATES

CONSULTANT's schedule of rates is as follows:

1. Annual Services

January 1, 2023 through December 31, 2028

Contract Term	Annual Fee
Jan 1, 2023 – June 30, 2023	\$50,377.50
July 1, 2023 – June 30, 2024	\$105,792.75
July 1, 2024 – June 30, 2025	\$111,082.40
July 1, 2025 – June 30, 2026	\$116,636.52
July 1, 2026 – June 30, 2027	\$122,468.35
July 1, 2027 – June 30, 2028	\$128,591.77
July 1, 2028 – December 31, 2028	\$70,886.30

CONSULTANT reserves the right to reassess the historical data and transaction volume annually to ensure that the Annual Service Fees accurately reflects the transaction volume processed in the prior year. Should transaction volume no longer reflect the annual fees listed here, the parties shall meet and confer over any fee adjustments, which will be subject to mutual agreement and written amendment of this Agreement.

2. (Optional Additional Services) Enhanced implementation costs for automated exports from Activenet to CONSULTANT which shall only be charged if requested by City in writing, per section 4, Additional Services may include, and shall be quoted upon request:

11. Memberships export
12. User Credits export
13. Facilities export
14. Activities export
15. Custom financial extracts

EXHIBIT D INSURANCE REQUIREMENTS

CONSULTANTS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS AS SPECIFIED HEREIN.

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY	STATUTORY	STATUTORY
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONSULTANT, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONSULTANT AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONSULTANT'S AGREEMENT TO INDEMNIFY CITY.

II. THE CONSULTANT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

III. ENDORSEMENT PROVISIONS WITH RESPECT TO THE INSURANCE AFFORDED TO ADDITIONAL INSUREDS:

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

EVIDENCE OF INSURANCE AND OTHER RELATED NOTICES ARE REQUIRED TO BE FILED WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

POLICY AND PROCEDURES 1-64/IT
Revised: December 2017

EXHIBIT E



INFORMATION PRIVACY POLICY

POLICY STATEMENT

The City of Palo Alto (the “City”) strives to promote and sustain a superior quality of life for persons in Palo Alto. In promoting the quality of life of these persons, it is the policy of the City, consistent with the provisions of the California Public Records Act, California Government Code §§ 6250 – 6270, to take appropriate measures to safeguard the security and privacy of the personal (including, without limitation, financial) information of persons, collected in the ordinary course and scope of conducting the City’s business as a local government agency. These measures are generally observed by federal, state and local authorities and reflected in federal and California laws, the City’s rules and regulations, and industry best practices, including, without limitation, the provisions of California Civil Code §§ 1798.3(a), 1798.24, 1798.79.8(b), 1798.80(e), 1798.81.5, 1798.82(e), 1798.83(e)(7), and 1798.92(c). Though some of these provisions do not apply to local government agencies like the City, the City will conduct business in a manner which promotes the privacy of personal information, as reflected in federal and California laws. The objective of this Policy is to describe the City’s data security goals and objectives, to ensure the ongoing protection of the Personal Information, Personally Identifiable Information, Protected Critical Infrastructure Information and Personally Identifying Information of persons doing business with the City and receiving services from the City or a third party under contract to the City to provide services. The terms “Personal Information,” “Protected Critical Infrastructure Information”, “Personally Identifiable Information” and “Personally Identifying Information” (collectively, the “Information”) are defined in the California Civil Code sections, referred to above, and are incorporated in this Policy by reference.

PURPOSE

The City, acting in its governmental and proprietary capacities, collects the Information pertaining to persons who do business with or receive services from the City. The Information is collected by a variety of means, including, without limitation, from persons applying to receive services provided by the City, persons accessing the City’s website, and persons who access other information portals maintained by the City’s staff and/or authorized third-party contractors. The City is committed to protecting the privacy and security of the Information collected by the City. The City acknowledges federal and California laws, policies, rules, regulations and procedures, and industry best practices are dedicated to ensuring the Information is collected, stored and utilized in compliance with applicable laws.

POLICY AND PROCEDURES 1-64/IT

Revised: December 2017

The goals and objectives of the Policy are: (a) a safe, productive, and inoffensive work environment for all users having access to the City's applications and databases; (b) the appropriate maintenance and security of database information assets owned by, or entrusted to, the City; (c) the controlled access and security of the Information provided to the City's staff and third party contractors; and (d) faithful compliance with legal and regulatory requirements.

SCOPE

The Policy will guide the City's staff and, indirectly, third party contractors, which are by contract required to protect the confidentiality and privacy of the Information of the persons whose personal information data are intended to be covered by the Policy and which will be advised by City staff to conform their performances to the Policy should they enjoy conditional access to that information.

CONSEQUENCES

The City's employees shall comply with the Policy in the execution of their official duties to the extent their work implicates access to the Information referred to in this Policy. A failure to comply may result in employment and/or legal consequences.

EXCEPTIONS

In the event that a City employee cannot fully comply with one or more element(s) described in this Policy, the employee may request an exception by submitting Security Exception Request. The exception request will be reviewed and administered by the City's Information Security Manager (the "ISM"). The employee, with the approval of his or her supervisor, will provide any additional information as may be requested by the ISM. The ISM will conduct a risk assessment of the requested exception in accordance with guidelines approved by the City's Chief Information Officer ("CIO") and approved as to form by the City Attorney. The Policy's guidelines will include at a minimum: purpose, source, collection, storage, access, retention, usage, and protection of the Information identified in the request. The ISM will consult with the CIO to approve or deny the exception request. After due consideration is given to the request, the exception request disposition will be communicated, in writing, to the City employee and his or her supervisor. The approval of any request may be subject to countermeasures established by the CIO, acting by the ISM.

MUNICIPAL ORDINANCE

This Policy will supersede any City policy, rule, regulation or procedure regarding information privacy.

RESPONSIBILITIES OF CITY STAFF

POLICY AND PROCEDURES 1-64/IT

Revised: December 2017

A. RESPONSIBILITY OF CIO AND ISM

The CIO, acting by the ISM, will establish an information security management framework to initiate and coordinate the implementation of information security measures by the City's government.

The City's employees, in particular, software application users and database users, and, indirectly, third party contractors under contract to the City to provide services, shall be guided by this Policy in the performance of their job responsibilities.

The ISM will be responsible for: (a) developing and updating the Policy; (b) enforcing compliance with and the effectiveness of the Policy; (c) the development of privacy standards that will manifest the Policy in detailed, auditable technical requirements, which will be designed and maintained by the persons responsible for the City's IT environments; (d) assisting the City's staff in evaluating security and privacy incidents that arise in regard to potential violations of the Policy; (e) reviewing and approving department-specific policies and procedures which fall under the purview of this Policy; and (f) reviewing Non-Disclosure Agreements (NDAs) signed by third party contractors, which will provide services, including, without limitation, local or 'cloud-based' software services to the City.

B. RESPONSIBILITY OF INFORMATION SECURITY STEERING COMMITTEE

The Information Security Steering Committee (the "ISSC"), which is comprised of the City's employees, drawn from the various City departments, will provide the primary direction, prioritization and approval for all information security efforts, including key information security and privacy risks, programs, initiatives and activities. The ISSC will provide input to the information security and privacy strategic planning processes to ensure that information security risks are adequately considered, assessed and addressed at the appropriate City department level.

C. RESPONSIBILITY OF USERS

All authorized users of the Information will be responsible for complying with information privacy processes and technologies within the scope of responsibility of each user.

D. RESPONSIBILITY OF INFORMATION TECHNOLOGY (IT) MANAGERS

The City's IT Managers, who are responsible for internal, external, direct and indirect connections to the City's networks, will be responsible for configuring, maintaining and securing the City's IT networks in compliance with the City's information security and privacy policies. They are also responsible for timely internal reporting of events that may have compromised network, system or data security.

POLICY AND PROCEDURES 1-64/IT

Revised: December 2017

E. RESPONSIBILITY OF AUTHORIZATION COORDINATION

The ISM will ensure that the City's employees secure the execution of Non-Disclosure Agreements (NDA), whenever access to the Information will be granted to third party contractors, in conjunction with the Software as a Service (SaaS) Security and Privacy Terms and Conditions. An NDA must be executed prior to the sharing of the Information of persons covered by this Policy with third party contractors. The City's approach to managing information security and its implementation (i.e. objectives, policies, processes, and procedures for information security) will be reviewed independently by the ISM at planned intervals, or whenever significant changes to security implementation have occurred.

The CIO, acting by the ISM, will review and recommend changes to the Policy annually, or as appropriate, commencing from the date of its adoption.

GENERAL PROCEDURE FOR INFORMATION PRIVACY**A. OVERVIEW**

The Policy applies to activities that involve the use of the City's information assets, namely, the Information of persons doing business with the City or receiving services from the City, which are owned by, or entrusted to, the City and will be made available to the City's employees and third party contractors under contract to the City to provide Software as a Service consulting services. These activities include, without limitation, accessing the Internet, using e-mail, accessing the City's intranet or other networks, systems, or devices.

The term "information assets" also includes the personal information of the City's employees and any other related organizations while those assets are under the City's control. Security measures will be designed, implemented, and maintained to ensure that only authorized persons will enjoy access to the information assets. The City's staff will act to protect its information assets from theft, damage, loss, compromise, and inappropriate disclosure or alteration. The City will plan, design, implement and maintain information management systems, networks and processes in order to assure the appropriate confidentiality, integrity, and availability of its information assets to the City's employees and authorized third parties.

B. PERSONAL INFORMATION AND CHOICE

Except as permitted or provided by applicable laws, the City will not share the Information of any person doing business with the City, or receiving services from the City, in violation of this Policy, unless that person has consented to the City's sharing of such information during the conduct of the City's business as a local government agency with third parties under contract to the City to provide services.

POLICY AND PROCEDURES 1-64/IT

Revised: December 2017

C. METHODS OF COLLECTION OF PERSONAL INFORMATION

The City may gather the Information from a variety of sources and resources, provided that the collection of such information is both necessary and appropriate in order for the City to conduct business as a local government agency in its governmental and proprietary capacities. That information may be gathered at service windows and contact centers as well as at web sites, by mobile applications, and with other technologies, wherever the City may interact with persons who need to share such formation in order to secure the City's services.

The City's staff will inform the persons whose Information are covered by this Policy that the City's web site may use "cookies" to customize the browsing experience with the City of Palo Alto web site. The City will note that a cookie contains unique information that a web site can use to track, among others, the Internet Protocol address of the computer used to access the City's web sites, the identification of the browser software and operating systems used, the date and time a user accessed the site, and the Internet address of the website from which the user linked to the City's web sites. Cookies created on the user's computer by using the City's web site do not contain the Information, and thus do not compromise the user's privacy or security. Users can refuse the cookies or delete the cookie files from their computers by using any of the widely available methods. If the user chooses not to accept a cookie on his or her computer, it will not prevent or prohibit the user from gaining access to or using the City's sites.

D. UTILITIES SERVICE

In the provision of utility services to persons located within Palo Alto, the City of Palo Alto Utilities Department ("CPAU") will collect the Information in order to initiate and manage utility services to customers. To the extent the management of that information is not specifically addressed in the Utilities Rules and Regulations or other ordinances, rules, regulations or procedures, this Policy will apply; provided, however, any such Rules and Regulations must conform to this Policy, unless otherwise directed or approved by the Council. This includes the sharing of CPAU-collected Information with other City departments except as may be required by law.

Businesses and residents with standard utility meters and/or having non-metered monthly services will have secure access through a CPAU website to their Information, including, without limitation, their monthly utility usage and billing data. In addition to their regular monthly utilities billing, businesses and residents with non-standard or experimental electric, water or natural gas meters may have their usage and/or billing data provided to them through non-City electronic portals at different intervals than with the standard monthly billing.

POLICY AND PROCEDURES 1-64/IT

Revised: December 2017

Businesses and residents with such non-standard or experimental metering will have their Information covered by the same privacy protections and personal information exchange rules applicable to Information under applicable federal and California laws.

E. PUBLIC DISCLOSURE

The Information that is collected by the City in the ordinary course and scope of conducting its business could be incorporated in a public record that may be subject to inspection and copying by the public, unless such information is exempt from disclosure to the public by California law.

F. ACCESS TO PERSONAL INFORMATION

The City will take reasonable steps to verify a person's identity before the City will grant anyone online access to that person's Information. Each City department that collects Information will afford access to affected persons who can review and update that information at reasonable times.

G. SECURITY, CONFIDENTIALITY AND NON-DISCLOSURE

Except as otherwise provided by applicable law or this Policy, the City will treat the Information of persons covered by this Policy as confidential and will not disclose it, or permit it to be disclosed, to third parties without the express written consent of the person affected. The City will develop and maintain reasonable controls that are designed to protect the confidentiality and security of the Information of persons covered by this Policy.

The City may authorize the City's employee and or third party contractors to access and/or use the Information of persons who do business with the City or receive services from the City. In those instances, the City will require the City's employee and/or the third party contractors to agree to use such Information only in furtherance of City-related business and in accordance with the Policy.

If the City becomes aware of a breach, or has reasonable grounds to believe that a security breach has occurred, with respect to the Information of a person, the City will notify the affected person of such breach in accordance with applicable laws. The notice of breach will include the date(s) or estimated date(s) of the known or suspected breach, the nature of the Information that is the subject of the breach, and the proposed action to be taken or the responsive action taken by the City.

H. DATA RETENTION / INFORMATION RETENTION

POLICY AND PROCEDURES 1-64/IT

Revised: December 2017

The City will store and secure all Information for a period of time as may be required by law, or if no period is established by law, for seven (7) years, and thereafter such information will be scheduled for destruction.

I. SOFTWARE AS A SERVICE (SAAS) OVERSIGHT

The City may engage third party contractors and vendors to provide software application and database services, commonly known as Software-as-a-Service (SaaS).

In order to assure the privacy and security of the Information of those who do business with the City and those who received services from the City, as a condition of selling goods and/or services to the City, the SaaS services provider and its subcontractors, if any, including any IT infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, while it performs such services and/or furnishes goods to the City, to the extent any scope of work or services implicates the confidentiality and privacy of the Information.

These requirements include information security directives pertaining to: (a) the IT infrastructure, by which the services are provided to the City, including connection to the City's IT systems; (b) the SaaS services provider's operations and maintenance processes needed to support the IT environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. The term "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

Prior to entering into an agreement to provide services to the City, the City's staff will require the SaaS services provider to complete and submit an Information Security and Privacy Questionnaire. In the event that the SaaS services provider reasonably determines that it cannot fulfill the information security requirements during the course of providing services, the City will require the SaaS services provider to promptly inform the ISM.

J. FAIR AND ACCURATE CREDIT TRANSACTION ACT OF 2003

CPAU will require utility customers to provide their Information in order for the City to initiate and manage utility services to them.

Federal regulations, implementing the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), including the Red Flag Rules, require that CPAU, as a "covered financial institution or creditor" which provides services in advance of payment and which can affect consumer credit, develop and implement procedures for an identity theft program for new and existing accounts to detect, prevent, respond and mitigate potential identity theft of its customers' Information.

POLICY AND PROCEDURES 1-64/IT
Revised: December 2017

CPAU procedures for potential identity theft will be reviewed independently by the ISM annually or whenever significant changes to security implementation have occurred. The ISM will recommend changes to CPAU identity theft procedures, or as appropriate, so as to conform to this Policy.

There are California laws which are applicable to identity theft; they are set forth in California Civil Code § 1798.92.

NOTE: Questions regarding this policy should be referred to the Information Technology Department, as appropriate.

Recommended:	<div><div>DocuSigned by: <i>Jonathan Reichental</i> 7914D9887578424...</div><div>Director Information Technology/CIO</div></div>	<div>12/5/2017</div> <div>Date</div>
Approved:	<div><div>DocuSigned by: <i>J. K. Forge</i> 30E7298FB2064DB...</div><div>City Manager</div></div>	<div>12/13/2017</div> <div>Date</div>



EXHIBIT "F"

CYBERSECURITY TERMS AND CONDITIONS

In order to assure the privacy and security of the personal information of the City's customers and people who do business with the City, including, without limitation, vendors, utility customers, library patrons, and other individuals and companies, who are required to share such information with the City, as a condition of receiving services from the City or selling goods and services to the City, including, without limitation, the Software as a Service services provider (the "Consultant") and its subcontractors, if any, including, without limitation, any Information Technology ("IT") infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, described below, while it renders and performs the Services and furnishes goods, if any, described in the Statement of Work, Exhibit B, to the extent any scope of work implicates the confidentiality and privacy of the personal information of the City's customers. The Consultant shall fulfill the data and information security requirements (the "Requirements") set forth in Part A below.

A "secure IT environment" includes (a) the IT infrastructure, by which the Services are provided to the City, including connection to the City's IT systems; (b) the Consultant's operations and maintenance processes needed to support the environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

In the event that, after the Effective Date, the Consultant reasonably determines that it cannot fulfill the Requirements, the Consultant shall promptly inform the City of its determination and submit, in writing, one or more alternate countermeasure options to the Requirements (the "Alternate Requirements" as set forth in Part B), which may be accepted or rejected in the reasonable satisfaction of the Information Security Manager (the "ISM").

Part A. Requirements:

The Consultant shall at all times during the term of any contract between the City and the Consultant:

- (a) Appoint or designate an employee, preferably an executive officer, as the security liaison to the City with respect to the Services to be performed under this Agreement.
- (b) Comply with the City's Information Privacy Policy:
- (c) Have adopted and implemented information security and privacy policies that are documented, are accessible to the City, and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards. See the following:
http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=42103
http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?csnumber=50297
- (d) Conduct routine data and information security compliance training of its personnel that is appropriate to their role.
- (e) Develop and maintain detailed documentation of the IT infrastructure, including software versions and patch levels.
- (f) Develop an independently verifiable process, consistent with industry standards, for performing professional and criminal background checks of its employees that (1) would permit verification of employees' personal identity and employment status, and (2) would enable the immediate denial of access to the City's confidential data and information by any of its employees who no

Page 1 of 3



- longer would require access to that information or who are terminated.
- (g) Provide a list of IT infrastructure components in order to verify whether the Consultant has met or has failed to meet any objective terms and conditions.
 - (h) Implement access accountability (identification and authentication) architecture and support role-based access control ("RBAC") and segregation of duties ("SoD") mechanisms for all personnel, systems, and Software used to provide the Services. "RBAC" refers to a computer systems security approach to restricting access only to authorized users. "SoD" is an approach that would require more than one individual to complete a security task in order to promote the detection and prevention of fraud and errors.
 - (i) Assist the City in undertaking annually an assessment to assure that: (1) all elements of the Services' environment design and deployment are known to the City, and (2) it has implemented measures in accordance with industry best practices applicable to secure coding and secure IT architecture.
 - (j) Provide and maintain secure intersystem communication paths that would ensure the confidentiality, integrity, and availability of the City's information.
 - (k) Deploy and maintain IT system upgrades, patches and configurations conforming to current patch and/or release levels by not later than one (1) week after its date of release. Emergency security patches must be installed within 24 hours after its date of release.
 - (l) Provide for the timely detection of, response to, and the reporting of security incidents, including on-going incident monitoring with logging.
 - (m) Notify the City within one (1) hour of detecting a security incident that results in the unauthorized access to or the misuse of the City's confidential data and information.
 - (n) Inform the City that any third party service provider(s) meet(s) all of the Requirements.
 - (o) Perform security self-audits on a regular basis and not less frequently than on a quarterly basis, and provide the required summary reports of those self-audits to the ISM on the annual anniversary date or any other date agreed to by the Parties.
 - (p) Accommodate, as practicable, and upon reasonable prior notice by the City, the City's performance of random site security audits at the Consultant's site(s), including the site(s) of a third-party service provider(s), as applicable. The scope of these audits will extend to the Consultant's and its third-party service provider(s)' awareness of security policies and practices, systems configurations, access authentication and authorization, and incident detection and response.
 - (q) Cooperate with the City to ensure that to the extent required by applicable laws, rules and regulations, and the Confidential Information will be accessible only by the Consultant and any authorized third-party service provider's personnel.
 - (r) Perform regular, reliable secured backups of all data needed to maximize the availability of the Services. Adequately encrypt the City of Palo Alto's data, during the operational process, hosted at rest, and the backup stage at the Vendors' environment (including Vendor's contracting organization's environment).
 - (s) Maintain records relating to the Services for a period of three (3) years after the expiration or earlier termination of this Agreement and in a mutually agreeable storage medium. Within thirty (30) days after the effective date of expiration or earlier termination of this Agreement, all of those records relating to the performance of the Services shall be provided to the ISM.
 - (t) Maintain the Confidential Information in accordance with applicable federal, state, and local data and information privacy laws, rules, and regulations.
 - (u) Encrypt the Confidential Information before delivering the same by electronic mail to the City and or any authorized recipient.
 - (v) Provide Network Layer IP filtering services to allow access only from the City of Palo Alto's IP address to the Vendor environment (primarily hosted for the City of Palo Alto).
 - (w) Offer a robust disaster recovery and business continuity (DR-BCP) solutions to the City for the systems and services the Vendor provides to the City.



City of Palo Alto
Information Security
Document Version: V3.0
Doc: InfoSec 110

- (x) Provide and support Single Sign-on (SSO) and Multifactor Authentication (MFA) solutions for authentication and authorization services from the "City's environment to the Vendor's environment," and Vendor's environment to the Vendor's cloud services/hosted environment." The Vendor shall allow two employees of the City to have superuser and super-admin access to the Vendor's IT environment, and a cloud-hosted IT environment belongs to the City.
- (y) Unless otherwise addressed in the Agreement, shall not hold the City liable for any direct, indirect or punitive damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the City's IT environment, including, without limitation, IT infrastructure communications.
- (z) The Vendor must provide evidence of valid cyber liability insurance policy per the City's **EXHIBIT "D" INSURANCE REQUIREMENTS.**

Part B. Alternate Requirements:

Certificate Of Completion

Envelope Id: 650D9CF1FE8C48CF83D08F6B3BD1542A

Status: Completed

Subject: Complete with DocuSign: C23186719 CivicRec - Renewal -Final R1.pdf

Source Envelope:

Document Pages: 46

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Cecilia Magana

AutoNav: Enabled

250 Hamilton Ave

Envelopeld Stamping: Enabled

Palo Alto , CA 94301

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

cecilia.magana@cityofpaloalto.org

IP Address: 199.33.32.254

Record Tracking

Status: Original

Holder: Cecilia Magana

Location: DocuSign

1/10/2023 2:05:54 PM

cecilia.magana@cityofpaloalto.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Palo Alto

Location: DocuSign

Signer Events**Signature****Timestamp**

Amy Vikander

vikander@civicplus.com

Senior Vice President of Customer Success

CivicPlus

Security Level: Email, Account Authentication
(None)

DocuSigned by:


34AA5EFCFCA3462...

Sent: 1/10/2023 2:29:55 PM

Resent: 1/11/2023 8:37:19 AM

Viewed: 1/11/2023 9:04:14 AM

Signed: 1/11/2023 10:31:22 AM

Signature Adoption: Pre-selected Style

Using IP Address: 64.6.123.178

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Cole Cheever

cheever@civicplus.com

Senior Vice President of Operations

Security Level: Email, Account Authentication
(None)

DocuSigned by:


394CE4FF7C3463...

Sent: 1/11/2023 10:31:25 AM

Viewed: 1/11/2023 10:57:51 AM

Signed: 1/11/2023 11:07:56 AM

Signature Adoption: Pre-selected Style

Using IP Address: 87.54.40.213

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Cayla Koga

Cayla.Koga@CityofPaloAlto.org

Program Assistant I

City of Palo Alto

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 1/11/2023 11:07:59 AM

Viewed: 1/11/2023 11:23:12 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Nanette O'Brien Nanette.O'Brien@CityofPaloAlto.org City of Palo Alto Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 1/11/2023 11:08:01 AM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/10/2023 2:29:55 PM
Envelope Updated	Security Checked	1/10/2023 3:14:05 PM
Certified Delivered	Security Checked	1/11/2023 10:57:51 AM
Signing Complete	Security Checked	1/11/2023 11:07:56 AM
Completed	Security Checked	1/11/2023 11:08:01 AM

Payment Events	Status	Timestamps
----------------	--------	------------