



**CivicPlus**

## **Master Services Agreement**

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the client entity identified on the SOW ("Client"). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as "Party" and jointly as "Parties".

## **Recitals**

**I. WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the "Services"); and

**II. WHEREAS**, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

**NOW, THEREFORE**, Client and CivicPlus agree as follows:

## **Agreement**

### **Term & Termination**

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for three (3) years thereafter, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

### **Invoicing & Payment Terms**

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW (Attachment 1). Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

### **Ownership & Content Responsibility**

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

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

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

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; 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 CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

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

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

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

## **Indemnification**

15. To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CivicPlus shall assume the defense of, indemnify, and hold harmless the Client, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with CivicPlus' performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of Client. "CivicPlus' performance" includes CivicPlus' action or inaction and the action or inaction of CivicPlus' officers, employees, agents and subcontractors. Notwithstanding anything to the contrary in the Terms of Use, the provisions of paragraph 8 of the CivicPlus Terms of Use shall be inapplicable to this Agreement."

## **Responsibilities of the Parties**

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

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

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use \(Attachment 2\)](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations. The Terms of Service referenced in the Terms of Use is this MSA and any attached SOW between the Parties ("Terms of Service").

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

## **Data Security**

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy \(within Attachment 2\)](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

## **CivicPlus Support**

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online



CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

## **Marketing**

31. Client hereby authorizes CivicPlus to use Client's name on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's name in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

## **Limitation of Liability**

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

## **Warranties and Disclaimer**

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

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

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

#### **Force Majeure**

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

#### **Taxes**

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

#### **Other Documents**

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) 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 to refer and agree to this Agreement .

#### **Interlocal Purchasing Consent/ Cooperative Purchasing**

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

#### **Miscellaneous Provisions**

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

48. Notwithstanding anything to the contrary in the Terms of Use, any and all disputes regarding this Master Services Agreement, the Terms of Use, CivicPlus' Privacy Policy, the County's use of the Site, any other CivicPlus web site or the Content shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws. Notwithstanding anything to the contrary in the Terms of Use, all lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California. In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

**CivicPlus**

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

**Quote #:** Q-30611-1  
**Date:** 10/19/2022 10:04 PM  
**Expires On:** 1/13/2023

**Client:**  
Mendocino County CA - Code and Supp

**Bill To:**  
Mendocino County CA - Code and Supp

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sylvana Satterfield	x	tsatterfield@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Full-Service Supplementation Subscription	Renewable	USD 6,638.00
1.00	Year 1 Annual Fee Discount	Renewable	USD -1,327.60
1.00	Print Supplementation will begin with the ordinances received from the municipality on a quarterly basis.	Renewable	USD 0.00
1.00	Code in Word	Renewable	USD 0.00
1.00	Supplement PDF	Renewable	USD 0.00
Annual Recurring Supplement Services		6,638.00	

1. This Statement of Work ("SOW") is between the Mendocino County California ("Client") and Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC (collectively, the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement attached herein ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to CivicPlus, upon giving written notice to the Client. In the event of such assignment by Municode, CivicPlus shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.

3. This SOW shall remain in effect for an initial term ("Initial Term") starting at signing and running for three (3) years from the date of signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

4. If Client elects, by selecting the "Start at Signing" option below, the Initial Term's Annual Recurring Supplement Services will be invoiced upon the signing of this SOW and may be prorated to align with Client's Renewal Date. If Client elects, by selecting the "Start at Renewal Date" option below, the Initial Term's Annual Recurring Supplement Services will be invoiced upon the Renewal Date and Client shall continue to be billed at their current per page rate and use terms set for the in the original supplements agreement between Client and Municode. The full Annual Recurring Supplement Services shall be invoiced annually on the anniversary of signing of this SOW and shall be subject to a 5% annual increase each year, starting in year three of service. Client will pay all invoices within 30 days of the date of such invoice. Additional services added throughout the Term will be pro-rated then added to the Annual Recurring Services fee.
5. If Client signs this SOW in 2022, Client will receive a 20% discount on the first twelve months of service.
6. Annual Recurring Supplement Services does NOT include:
- Additional copies, reprints, binders and tab orders;
  - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
  - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
  - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
  - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
  - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
  - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
  - Online Code hosting and online features.
7. Client acknowledges that Service Provider may continually develop, alter, deliver, and provide to the Client ongoing innovation to the services, in the form of new features, functionality, and efficiencies. Accordingly, Service Provider reserves the right to modify the services from time to time. Any modifications or improvements to the services listed on the SOW will be provided to the Client at no additional charge. In the event that Service Provider creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay Service Provider the appropriate fee for the access to and use of the New Services.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the Parties following execution of this SOW and acknowledges Service Provider shall not begin work under this SOW until all necessary documentation, materials and communication is received.
9. Client acknowledges Service Provider does not permanently retain prior versions of the Client's legal code or any other work product.
10. Additional services, including but not limited to additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the Parties.
11. Client acknowledges that Service Provider may provide legal analysis through codification, recodification or legal review services. Unless indicated otherwise, information sent via Internet email or through our websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction. However, Client agrees the services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Client's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-client relationship. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney.



12. The Parties agree that Section 15 of the MSA shall not apply to public interpretation of legal code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

13. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

14. The Annual Recurring Supplement Services fee quoted in this SOW is exclusive of Client's existing annual fees, which may include, without limitation, Online Hosting Annual Fees, OrdBank, OrdLink, MuniDocs, SLR Linking, or other annual fee ("Existing Annual Fees"). Client understands and agrees the Existing Annual Fees will be invoiced by CivicPlus in their current renewal month previously established with Municode unless specifically added to this SOW in a line item above.

CLIENT TO FILL OUT THE FOLLOWING SECTION. PLEASE DO NOT LEAVE BLANK:

**Client's selected billing renewal month (the "Renewal Date") shall be:**

\_\_\_\_\_. (As set forth in Section 4 of this SOW)

Client must select ONE of the following options. If this section is left blank or both options are selected, the Annual Recurring Supplement Services will Start at Signing.

X	Start at Signing – As set forth in Section 4 of this SOW, by selecting this option, Client agrees to start the Annual Recurring Supplement Services upon signing this SOW, such fee to be prorated to align with Clients' selected Renewal Date. For the sake of clarity, upon signing Client will only be billed the "per page rate" model for items not included in the Annual Recurring Supplement rate as set forth in Section 6 of this SOW.
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	Start at Renewal Date - As set forth in Section 4 of this SOW, by selecting this option, Client agrees to continue paying the "per page rate" model previously billed with Municode until the first Renewal Date, as notated by Client above. Upon the first Renewal Date, Client will be invoiced the total Annual Recurring Supplement Services.
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## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions attached herein.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:



Name:

**Tim Hallman**

Title:

**DCEO**

Date:

**01/19/2023**

CivicPlus

By:



Name:

**Amy Vikander**

Title:

**Senior Vice President of Customer Success**

Date:

**1/20/2023**

### Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	County of Mendocino	URL	www.mendocinocounty.org
Street Address	501 Low Gap Road, Room 1010		
Address 2			
City	Ukiah	State	CA
		Postal Code	95482
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.			
Emergency Contact & Mobile Phone	Clerk of the Board, 707-463-4441		
Emergency Contact & Mobile Phone			
Emergency Contact & Mobile Phone			
Billing Contact	Clerk of the Board	E-Mail	COBSupport@mendocinocounty.org
Phone	707-463-4441	Ext.	Fax
Billing Address	501 Low Gap Road		
Address 2			
City	Ukiah	State	CA
		Postal Code	95482
Tax ID #	94-6000520	Sales Tax Exempt #	
Billing Terms	Account Rep		
Info Required on Invoice (PO or Job #)			
Are you utilizing any external funding for your project (ex. FEMA, CARES):			
Y [ ] or N [ x ]			
Please list all external sources:			
Contract Contact	Email		
Phone	Ext.	Fax	
Project Contact	Email		
Phone	Ext.	Fax	



ONLINE DEMO

# Legal Stuff

## The Fine Print

### Legal Stuff

[Website Terms of Use](#)

[Privacy Policy](#)

There are a few legal documents that are especially important to life at CivicPlus -- to us, our customers, our prospects, and just plain old users of our website. To make it easy to find the information you're looking for, we've assembled them all here under one roof and provided you with a quick rundown below of what you'll find in each one. We might make versions of these legal documents available in languages other than English. If we do, the English version will govern our relationship - the translated version is provided for convenience only and will not be interpreted to modify the English version. You can find the translated versions we have available here.

### CivicPlus Customer Terms of Service:

This agreement applies to your CivicPlus subscription, if you've got one. If you're a CivicPlus customer or just thinking about becoming one, you'll want to spend some time reviewing this one.



## CivicPlus.com Terms of Use:

If you use our website (CivicPlus.com, which is in fact the site you're reading this on at this very moment), then this document is for you. Among other things, it talks about what constitutes a legitimate use of our website.

## Privacy Policy:

This is everybody's favorite. If you've ever filled out a form on our site, signed up for a trial, or subscribed to our blog, you know we've got at least a little bit of data on hand about you. And if you are a CivicPlus customer, it also covers how we handle your customer's data. Our Privacy Policy talks about what we do with all third party data, but even more importantly what we won't.

## Location

CivicPlus®

302 South 4th Street, Suite 500

Manhattan, Kansas 66502

888-228-2233

## Support

Technical Support

Training and Consulting

Customer Success Manager

## Resources

Schedule a Demo

Educational Resources

## Awards & Recognition





# CivicPlus Website Terms of Use

## The Fine Print

Legal Stuff

**Website Terms of Use**

Privacy Policy

CivicPlus Inc. ("CivicPlus") operates each website ("Site") that links to these Terms of Use to provide online access to information about CivicPlus and the products, services, and opportunities we provide. Use of the CivicPlus Service is governed by our Customer Terms of Service, available at <https://www.civicplus.com/legal-stuff>. By accessing and using the Site, you agree to these Terms of Use. CivicPlus reserves the right to modify these Terms of Use at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by these Terms of Use as modified. The last date these Terms of Use were revised is set forth below.

### 1. Permitted Use of The Site

You may use the Site, and the information, writings, images and/or other works you see, hear or otherwise experience on the Site (singly or collectively,

the "Content") solely for your non-commercial, personal purposes and/or to learn about CivicPlus products and services, and solely in compliance with these Terms of Use.

## 2. Prohibited Use of The Site

- By accessing the Site, you agree that you will not:
- Use the Site in violation of these Terms of Use;
- Use the Site in violation of the terms of CivicPlus's Acceptable Use Policy a <https://www.civicplus.com/website-terms-of-use>.
- Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Site, or otherwise attempt to discover any source code, or allow any third party to do so;
- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Content or Service in any way;
- Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Site in a manner that sends more request messages to the CivicPlus servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;
- Use the Site in any manner that damages, disables, overburdens, or impairs any CivicPlus website or interferes with any other party's use and enjoyment of the Site;
- Mirror or frame the Site or any part of it on any other web site or web page.
- Attempt to gain unauthorized access to the Site;
- Access the Site by any means other than through the interface that is provided by CivicPlus for use in accessing the Site;
- Use the Site for any purpose or in any manner that is unlawful or prohibited by this Agreement.
- Any unauthorized use of any Content or the Site may violate patent, copyright, trademark, and other laws.

### **3. Copyrights and Trademarks**

The Site is based upon proprietary CivicPlus technology and includes the Content. The Site is protected by applicable intellectual property and other laws, including trademark and copyright laws. The Site, including all intellectual property rights in the Site, belongs to and is the property of CivicPlus or its licensors (if any). CivicPlus owns and retains all copyrights in the Content. Except as specifically permitted on the Site as to certain Content, the Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on the Content or the Site, in whole or in part, by any means. CivicPlus, the Sprocket Design, the CivicPlus logos, and other marks used by CivicPlus from time to time are trademarks and the property of CivicPlus. The appearance, layout, color scheme, and design of the CivicPlus.com site are protected trade dress. Customer does not receive any right or license to use the foregoing. CivicPlus may use and incorporate into the Site or the CivicPlus Service any suggestions or other feedback you provide, without payment or condition.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement on the Site or the Service should be sent to CivicPlus's designated Copyright Agent. See the Claims of Copyright Infringement instructions below.

### **4. Information and Materials You Post or Provide**

You represent that you have all right, title, and interest to materials you post on the Site or provide to CivicPlus ("Materials"), including but not limited to any consent, authorization, release, clearance or license from any third party (such as, but not limited to, any release related to rights of privacy or publicity) necessary for you to provide, post, upload, input or submit the Materials, and



that posting such Materials does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, or otherwise constitute the breach of any agreement with any other person or entity. You further represent and warrant that you are who you say you are, that you have not submitted fictitious, false or inaccurate information about yourself, and that all information contained in the posted Materials is true and your own work or work you are authorized to submit, and that the posted Materials do not contain any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic, material, or other material that would violate any other applicable law or regulation. You agree that you will not knowingly and with intent to defraud provide material and misleading information. You represent and warrant that the Materials you supply do not violate these Terms of Use.

## **5. Links to Third-Party Web Sites**

Links on the Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by CivicPlus of the third party, the third-party web site, or the information there. CivicPlus is not responsible for the availability of any such web sites. CivicPlus is not responsible or liable for any such web sites or the content thereon. If you use the links to the web sites of CivicPlus affiliates or service providers, you will leave the Site and will be subject to the terms of use and privacy policy applicable to those web sites.

## **6. Downloading Files**

CivicPlus cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or harmful computer code, files or programs.

## 7. Disclaimers; Limitations of Liability

CIVICPLUS AND ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SITE OR THE CONTENT FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICE AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CIVICPLUS AND ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SITE AND THE CONTENT, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CIVICPLUS IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT. THE CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CIVICPLUS AND ITS SERVICE PROVIDERS, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER TYPE OF DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR COVER OR LOSS OF USE, DATA, REVENUE OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, THE FAILURE OF ANY LIMITED REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE, EVEN IF CIVICPLUS OR ANY OF CIVICPLUS'S SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, CIVICPLUS IS DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AGREE THAT THE AGGREGATE LIABILITY OF CIVICPLUS AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SERVICE PROVIDERS, LICENSORS OR SUPPLIERS SHALL IN ALL CASES BE LIMITED TO ONE HUNDRED DOLLARS.

## **8. Indemnification**

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless CivicPlus, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site or the Content, or any violation by you of these Terms of Use.

## **9. Privacy**

Your use of the Site is subject to CivicPlus's Privacy Policy, available at <https://www.civicplus.com/privacy-policy>

## **10. Additional Terms of Service**

If you are a customer of CivicPlus or an employee, representative or agent of a CivicPlus customer, your use of the CivicPlus Service is subject to CivicPlus's, available at <https://www.civicplus.com/legal-stuff>

## 11. General Provisions

1. **Entire Agreement/No Waiver.** These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by CivicPlus of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
2. **Correction of Errors and Inaccuracies.** The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. CivicPlus therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. CivicPlus does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.
3. **Enforcement/ Choice of Law/ Choice of Forum.** If any part of these Terms of Use is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of these Terms of Use, all of which will remain in full force and effect. Any and all disputes relating to these Terms of Use, CivicPlus's Privacy Policy, your use of the Site, any other CivicPlus web site or the Content are governed by, and will be interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws provisions. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts in Boston, Massachusetts in the event of any dispute of any kind arising from or relating to these Terms of Use, CivicPlus's Privacy Policy, your use of the Site, any other CivicPlus web site or the Content

Last Revised: October 10, 2012

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## Claims of Copyright Infringement

### **DMCA Notices**

CivicPlus respects the intellectual property rights of others, and we ask our users to do the same. CivicPlus may, in its sole discretion, suspend the access or terminate the accounts of users who violate others' intellectual property rights.

If you believe that your work has been copied in a way that constitutes infringement on CivicPlus's website, please provide the following information to CivicPlus's Copyright Agent.

### **Contact CivicPlus:**

The CivicPlus Copyright Agent for notice of claims of copyright infringement on or relating to this website ("Notifications") can be reached either by sending an e-mail to [copyright@CivicPlus.com](mailto:copyright@CivicPlus.com) or by sending a letter via U.S. Mail to: CivicPlus, Inc., 25 First Street, 2nd Floor, Cambridge, MA 02141 USA, Attn: John Kelleher, General Counsel.

### **Submission of Notification:**

To be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed ("Complaining Party");



2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit CivicPlus to locate the material;
4. Information reasonably sufficient to permit CivicPlus to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **Receipt of Notification:**

Upon receipt of the written Notification containing the information as outlined in 1 through 6:

1. CivicPlus will remove or disable access to the material that is alleged to be infringing;
2. CivicPlus will forward the written notification to such alleged infringer (the "Alleged Infringer");

3. CivicPlus will take reasonable steps to promptly notify the Alleged Infringer that it has removed or disabled access to the material.

### **Counter Notification:**

An Alleged Infringer may submit a Counter Notification to contest the claim of alleged infringement. To be effective, a Counter Notification must be a written communication provided to CivicPlus's Copyright Agent that includes substantially the following:

1. A physical or electronic signature of the Alleged Infringer;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the Alleged Infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. The Alleged Infringer's name, address, and telephone number, and a statement that the Alleged Infringer consents to the jurisdiction of Federal District Court for the judicial district in which the Alleged Infringer's address is located, or if the Alleged Infringer's address is outside of the United States, for any judicial district in which CivicPlus may be found, and that the Alleged Infringer will accept service of process from the person who provided notification or an agent of such person.

### **Receipt of Counter Notification:**

Upon receipt of a Counter Notification containing the information as outlined in paragraph 4 above:

1. CivicPlus will promptly provide the Complaining Party with a copy of the Counter Notification;
2. CivicPlus will inform the Complaining Party that it will replace the removed material or cease disabling access to it within ten (10) business days;
3. CivicPlus will replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the Counter Notification, provided CivicPlus's Copyright Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain Alleged Infringer from engaging in infringing activity relating to the material on CivicPlus's network or system.

## Location

CivicPlus®

302 South 4th Street, Suite 500

Manhattan, Kansas 66502

888-228-2233

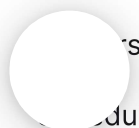
## Support

Technical Support

Training and Consulting

Customer Success Manager

## Resources



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Schedule a Demo

# Awards & Recognition





# CivicPlus Privacy Policy

## The Fine Print

[Legal Stuff](#)

[Website Terms of Use](#)

**[Privacy Policy](#)**

### **CivicPlus Product Suite Solutions Privacy Policy**

**Effective Date: July 1, 2020**

1. [Overview](#)
2. [Client Data](#)
3. [What Personal Information Do We Collect?](#)
4. [How We Collect, Receive, and Retain Personal Information?](#)
5. [How We Use Collected Information](#)
6. [How We Share Personal Information?](#)
7. [How Do We Use Cookies?](#)
8. [How Do We Protect Your Personal Information?](#)
9. [Privacy of Children](#)
10. [How Do Users Request Access to Review or Change Personal Information?](#)
11. [Changes to this Privacy Policy](#)

12. [Acceptance of this Privacy Policy](#)

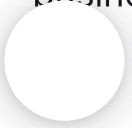
13. [California Residents](#)

14. [Contact Us](#)

## 1. Overview

CivicPlus (referred to as “we”, “us”, or “our”) takes the private nature of your personal information very seriously and we are committed to protecting your personal privacy. CivicPlus has developed this policy regarding our privacy practices (“Privacy Policy”) to explain the manner in which CivicPlus may collect, use, retain, process, and share the personal information collected from users (“you”, “your”, or each a “User”) of any of the CivicPlus solutions and associated services (each, a “Solution”; collectively, the “Solutions”), and the CivicPlus website (the “Site”). The User’s personal information is any information relating to an identified or identifiable person (“Personal Information”), such as your name, address, email address, phone number, or IP address. Personal Information does not include publicly available information, de-identified, or aggregate consumer data.

This Privacy Policy is designed to help the User obtain information about our privacy practices and to help the User understand its privacy choices when using a Solution or visiting the Site. By using the Solutions, providing Personal Information, or visiting our Site you are agreeing to this Privacy Policy and consenting to the collection, transfer, manipulation, storage, disclosure and other uses of your information, as described in this Privacy Policy.

CivicPlus provides the software solutions directly to our public sector clients (“Clients”) to enable them to serve and perform their own governmental and business functions. As such, most of the Personal Information we collect and  is in connection with the software and services we provide to our Clients

pursuant to our contractual arrangements with them. In these cases, CivicPlus is acting as a “data custodian” only.

This Privacy Policy covers the treatment of Personal Information gathered when you are using or accessing any Solution or the Site. This Privacy Policy does not apply to the practices of third parties that we do not own or control or certain data collected by our Clients for their specific purposes and needs, as further described herein.

## **2. Client Data**

When CivicPlus makes the Solutions available for use by a Client, we do so under a contractual arrangement with our Client pursuant to which the Client, not CivicPlus, makes the decisions about what Personal Information is collected and how it is processed in the Solutions. Our Clients may electronically submit Personal Information to a Solution, or solicit from you Personal Information within a Solution, for processing and storage purposes (“Client Data”), including, for example, information required to set up admin rights for a Client’s employees, or Personal Information collected from a Client’s constituent who is using the Solution to pay for recreational programming. In these interactions, the Client’s employees or constituents are “End Users”. We function as a service provider and may store or process Client Data only for the purpose of providing the Solutions, improving the Solutions, preventing or addressing service or technical problems, or as may be required by law. If your Personal Information has been submitted to us by one of our Clients and you wish to exercise any rights you may have to access, rectify, or delete such data, please inquire with the relevant Client directly. Since CivicPlus is the data custodian to our Clients, who are the “data owners”, CivicPlus cannot modify or delete any data owned by our Clients without such Clients specific request and approval.



### **What Personal Information Do We Collect?**

We may collect Personal Information from Users in a variety of ways, including, but not limited to, when Users visit the Site, use a Solution, register an account on any Solution, fill out a form, and in connection with other activities, services, features or resources we make available on our Solutions. Users may register for an account within the Solutions and be asked for Personal Information, as appropriate, including name, email address, physical address, and phone number. Users may, however, visit the Solutions anonymously. Users can always refuse to supply Personal Information, except that it may prevent them from engaging in certain Solution related activities, like registering for or obtaining the full benefit of the services provided by the Solution or receiving subscription emails.

At the request and direction of Clients, CivicPlus may collect the following categories of Personal Information:

- ***User-provided personal identifying data:*** Most of the information we collect is information that Users input directly when using a Solution, such as name and contact details (email, phone number, address, social media handle), physical location, and user-provided content, depending on the Solution used and how the User decides to use it.
- ***User-initiated information:*** When a User uses text messaging, email or social media to contact or submit notifications to a Client through any Solution, we will collect that User's phone number, email address, or social media handle, as appropriate.
- ***Website visitor information:*** When you visit a Solution or the Site, we may collect information about your visit, depending on the Solution, such as your IP address, cookies, location and the pages you visited and when you use the Solution, we may collect information on how you use the Solution.
- ***Protected sensitive data:*** For certain Solutions, Users are asked for certain information used in relation to applying for job positions or board or committee, certain sensitive data may be collected, such as date of birth,



gender, ethnicity, political party, education, job history, references, it is the sole discretion of the Client to request or require these fields.

- **Financial information:** If a User decides to purchase a paid service through a Solution, the User provides financial information related to your payment method including credit card number, credit card type, card expiration date, or other financial information. We do not, however, capture, store, or transmit that financial information that is provided directly to and stored by the Client's third-party payment processor (the "Payment Processor"). The Payment Processor's applicable Terms of Service and Privacy Statement govern the use and storage of that information. For further details regarding our CivicPlus Pay Solution privacy policy, please [click here](#).
- **Applicant data:** Users applying for jobs or elected or appointed seats through a Solution, may be requested to submit prior job information, such as salaries, employment history, education history, address history, employers, social security number, USCIS or alien registration number, passport number, and other application data, as well as driver's license information, as determined necessary by our Client.
- **Employee data:** Users whose employers are a Client for human resources services may be requested to submit bank account and routing numbers, dependent's names and social security number, current job title, and other information an employer may request.
- **Physical image:** Certain Solutions may include the ability to upload video or image files which may contain visual representations of any Users that have attend public meetings or been in a public space.
- **Information related to your mobile device:** We may collect and store information related to your mobile device, such as your phone number, location, or device identifier used to deliver push notifications. You will have a choice as to whether we collect and store this information.

With the exception of the Website Visitor Information, the categories of data are collected only when certain features and uses of the Solution are

procured by the CivicPlus Client, and data collected may vary for each User depending on our Client's use of the Solution. All data fields are voluntary for the User to fill in, unless our Client requires certain data to be input by the User.

## **4. How We Collect, Receive, and Retain Personal Information?**

We collect most of this Personal Information directly from Users willingly inputting such information, whether by webform, text, email, submission of documentation, or telephone call to our Client. However, we may also collect information from cookies on our Site or Solutions. We may receive Personal Information from third parties that integrate with our Solutions, at the request of our Clients. We will retain Personal Information as requested and required by our Client, with whom you share your Personal Information. We retain Personal Information indefinitely, retention depends on the type of data and the purpose for which we process the data, our Client's subscription term for the Solution, open records laws, and direction for the retention or deletion of such data. We may retain Personal Information beyond the Client relation if required by law, contract, or if it is in our legitimate business interests and not prohibited by law.

If you have created a user portal account ("Account") within a Solution which has been closed, we may take steps to mask Personal Information and other information, but we reserve our ability to retain and access the de-identified data for so long as required to comply with applicable laws.

## **5. How We Use Collected Information**

We use User information, including Personal Information, for the following business purposes.

**To fulfill service obligations for our Clients**

We use and process information as needed and requested by our Clients that procure the Solution in order to fulfill our Client's need; deliver the services requested, including software updates; manage our Client and User relationship; provide our Clients and Users with customer support, and comply with laws or regulations that apply to us and our Clients.

### **To personalize User experience**

We may use information in the aggregate to understand how our Users as a group use the Solution, resources, and services provided on the Solution and the Site. We may use information to perform research and analysis about Users' use of, or interest in, our Solutions, services, or content.


### **To improve the Solution and Site experience**

We continually strive to improve our Solution and Site offerings based on the information and feedback we receive from Users. We may use information to improve our internal operations, systems, Solutions, and services including benchmarking system performance and developing our products and services.

### **To improve customer service**

User information helps us to more effectively respond to a User's customer service requests and support needs. We use information to respond to comments and questions and provide customer service, communicate with Users and Clients about products and/or services that may be of interest.

### **To send periodic emails**

The email address Users provide to a site will be used to respond to their inquiries, and/or other requests or questions, or to send service announcements regarding changes, notifications, or marketing information. If  decides to opt-in to our mailing list, on any Solution or the Site, they will receive emails that may include company news, updates, related product or

service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or User may contact us via the contact information below.

We only use Personal Information for the purposes and uses described above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original uses and purposes.

## **6. How We Share Personal Information?**

Except as described here or in any other applicable policy, we do not sell, trade, or rent User's Personal Information to any third parties. We may share generic aggregated demographic information not linked to any Personal Information regarding visitors and users with our business partners, trusted affiliates, and advertisers for the purposes outlined above.

For our Pay solution, we work with a third-party payment processor in order to successfully complete transactions. We have preferred partner processors, with whom we have direct communication regarding the services and you contract directly with. We also work with other payment processors that are not contracted partners, at our Client's request; we use such processor's technical documentation and instructions for creating an integration with the services.

We may share your Personal Information or other information about you with other parties to transactions when you use the Solution. In most cases, this is your local municipality with whom you are procuring services and their chosen merchant account processor and financial institutions (if making a purchase). The information is limited to Personal Information and account information necessary to facilitate the transaction.

We may share information with our agents, vendors, service providers, and contractors who perform functions on our behalf, such as our customer

relationship management service provider, marketing automation and analytics provider, sales development tools provider, and other similar service providers.

We may also share information with other third parties for our business purposes or as permitted or required by law, including:

- Sending non-personal information to third party analytics service providers for monitoring the health of the Site and Solutions;
- if we need to do so to comply with a law, legal process or regulations;
- to law enforcement authorities or other government officials, or other third parties pursuant to a subpoena, a court order or other legal process or requirement applicable to CivicPlus;
- if we believe, in our sole discretion, that the disclosure of Personal Information is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity;
- to protect the vital interests of a person;
- to investigate violations of or enforce a user agreement or other legal terms applicable to the Solution;
- to protect our property, the Solutions, the Site, and legal rights;
- to facilitate a purchase or sale of all or part of CivicPlus' business;
- to companies that we plan to merge with or be acquired by; and
- to support our audit, compliance, and corporate governance functions

Please note that if CivicPlus is acquired, sold or dissolved, its assets, including Personal Information we may possess about Users, may, in whole or in part, be sold, disposed of, transferred, divested, or otherwise disclosed as part of the transaction or proceeding. You acknowledge that such transfers may occur, and any acquirer may continue to use your Personal Information as set forth in this Privacy Policy.



## How Do We Use Cookies?

The Site and Solutions may use "cookies" to enhance User experience. Cookies are pieces of text that may be provided to your computer through your web browser when you access a website. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies or to alert you when cookies are being sent. If they do so, note that some parts of the site may not function properly.

We use cookies to enable our servers to recognize your web browser and tell us how and when you visit the Site, and otherwise use the Solutions through the internet. Our cookies do not, by themselves, contain Personal Information, and we do not combine the general information collected through cookies with other Personal Information to tell us who you are.

## **8. How Do We Protect Your Personal Information?**

Although we take appropriate technical and organizational measures to safeguard against unauthorized disclosures of Personal Information, we cannot guarantee that Personal Information in our possession will never be disclosed in a manner that is inconsistent with this Privacy Policy. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of Personal Information at any time.

We store all our information, including Personal Information, using industry-standard techniques. We use appropriate data collection, storage and processing practices, and security measures to protect against unauthorized access, alteration, disclosure or destruction of your Personal Information, username, password, transaction information, and information stored on the site, if applicable, to your use of the Site and Solution.

Private and private data exchange between the Solution or Site and its Users  
transmits over an SSL secured communication channel and is encrypted and



protected with digital signatures.

## 9. Privacy of Children

CivicPlus Solutions are not designed or intended to appeal to minors. We do not knowingly attempt to solicit or receive any information from anyone under the age of 14. If you are a parent or guardian and you are aware that your child has provided us with Personal Information, please contact us immediately. We encourage parents and legal guardians to monitor their children's mobile app and internet usage and enforce our Privacy Policy by instructing their children never to provide Personal Information to any Solution without their parental permission. If you have reason to believe that a child under the age of 14 has provided Personal Information to us, please contact us at [Privacy@civicplus.com](mailto:Privacy@civicplus.com), and we will work with our Client in order to delete that information from our databases as soon as is reasonably practicable.

## 10. How Do Users Request Access to Review or Change Personal Information?

Users may have certain data privacy rights depending on their state of residence. If you would like to exercise any of your data privacy rights, you will need to send your request directly to the data owning CivicPlus Client with whom you shared your data. Please note that verification will be required to prove your identity. CivicPlus may not disclose or delete data if an exemption or exception to deletion exists. Please note, CivicPlus is a data custodian to its data owning Clients, the majority of our Clients are government municipalities and may be exempt from certain laws requiring compliance with data subject rights. CivicPlus is required to have Client approval regarding every access, rectifying, disclosing, and deletion request submitted by Users of any Solution.

If you have an Account with any Solution, you can review and edit Personal Information in the Account by logging in and updating the information directly. If

you wish to edit Personal Information and are unable to do so in the Account, you may contact us, using the contact information below, and we can help you with this request, verification of identity will be required, and Client approval may be sought in circumstances where the Personal Information is owned by the Client.

## **11. Changes to this Privacy Policy**

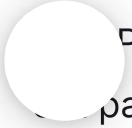
We're constantly working to improve our Solutions, so we may need to change this Privacy Policy from time to time as well. CivicPlus has the discretion to update this Privacy Policy at any time. When we do, we will revise the effective date at the top of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the Personal Information we collect. You acknowledge and agree that it is your responsibility to review this Privacy Policy periodically and become aware of modifications.

## **12. Your Acceptance of this Privacy Policy**

By using this Site or any Solution, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Site or any Solution. Your continued use of the Site and Solutions following the posting of changes to this Privacy Policy will be deemed your acceptance of those changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected.

## **13. California Residents**

For Residents of California, the California Consumer Privacy Act (CCPA) provides privacy protections to California consumers as follows:

 CivicPlus does not sell your Personal Information so does not provide an opt-out page. If you are a California resident, you have the rights listed below under



data protection law, to access any of the following rights you must submit a request to the data owning Client with whom you submitted your Personal Information. If your request is regarding data that you submitted independent of a specific data owning client, or if the request is with regard to our Site, please submit such a request to [privacy@civicplus.com](mailto:privacy@civicplus.com).

California residents are limited to two Personal Information requests per year. There is no charge to access your Personal Information; however, if you submit requests that are clearly baseless, repetitive, or excessive, CivicPlus may charge a reasonable fee for such requests; alternatively, CivicPlus reserves the right to refuse to comply with such requests. Upon receiving a valid and verified request for Personal Information, that was submitted by and approved for fulfillment by our Client Data owner, we will respond to such a request within 45 days unless there are any extenuating circumstances, for which we will let our Client know.

### **Right to know:**

- You have the right to request data collected about you; and
- You have the right to request what data is shared about you

Disclosures provided under CCPA will identify the Personal Information collected in the previous 12 months.

### **Right to deletion:**

- You have the right to deletion of information unless an exception applies.

### **Right to rectify:**

- You have the right to correct any data collected about you that is inaccurate.

### **Right to non-discrimination:**

- You shall not be discriminated against for exercising any of these consumer privacy rights.

### **Right to use an authorized agent:**

- You have the right to use an authorized agent to submit a request to know or a request to delete on your behalf. Such use of an authorized agent will require:
  - Your written permission to allow the authorized agent to exercise your rights
  - Verification of the agent's and your own identity
- We may deny a request from you or your agent if we cannot verify the identification of the individual making the request

## **14. Contact Us**

If you have any questions or concerns regarding this Privacy Policy or would like to make any requests, as detailed herein, please send us a message at [privacy@civicplus.com](mailto:privacy@civicplus.com)

Or, by writing to:

Attn: Privacy Policy Support CivicPlus, LLC

302 S. 4th Street, STE 500

Manhattan, KS 66502



## Location

CivicPlus®

302 South 4th Street, Suite 500

Manhattan, Kansas 66502

888-228-2233

## Support

Technical Support

Training and Consulting

Customer Success Manager

## Resources

Careers

Schedule a Demo

Educational Resources

## Awards & Recognition





IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]  
DEPARTMENT HEAD

Date: 01/19/2023

Budgeted: ☒ Yes ☐ No

Budget Unit: 1010

Line Item: 86-2189

Org/Object Code: CB

Grant: ☐ Yes ☒ No

Grant No.:

CONTRACTOR/COMPANY NAME

By: [Signature]  
SIGNATURE

Date: 1/20/2023

NAME AND ADDRESS OF CONTRACTOR:

CivicPlus, LLC.  
302 South 4<sup>th</sup> Street, Suite 500  
Manhattan, Kansas 66502  
888-228-2233

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 01/19/2023

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]  
Deputy CEO or Designee

Date: 01/19/2023

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: [Signature]  
Deputy

Date: 01/19/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A EB# 23-75

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located outside Mendocino County