ProudCity Terms of Service

Santa Ana, CA

Overview:

ProudCity is a web platform that lets municipalities easily launch and manage government digital services all in one place: proudcity.com. We empower government to proudly serve residents, businesses and visitors and build a stronger sense of civic pride. Our service is designed to give municipalities as much control and ownership over what goes on your website as possible and encourage you to express yourself freely. However, be responsible in what you publish. In particular, make sure that none of the prohibited items (like spam, viruses, or serious threats of violence) appear on your website.

Terms of Service:

The following terms and conditions govern all use of ProudCity and all content, services, and products available at or through the website, including, but not limited to, our services. Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, ProudCity's privacy policy) and procedures that may be published from time to time by ProudCity (collectively, the "Agreement"). You agree that we may automatically upgrade our Services, and these terms will apply to any upgrades. Your agreement is with ProudCity Inc., (each, "ProudCity" or "we").

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our services, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access or use any of our services. If these terms and conditions are considered an offer by ProudCity, acceptance is expressly limited to these terms.

Use of our Services requires a ProudCity account. You agree to provide us with complete and accurate information when you register for an account. You will be solely

responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

1. ProudCity Platform

- **Your ProudCity Account and Website.** If you create a website on the ProudCity Platform, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the website. You must immediately notify ProudCity of any unauthorized uses of your website your account, or any other breaches of security. ProudCity will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- **Responsibility of Contributors.** If you operate a website, or otherwise make (or allow any third party to make) material available (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using the ProudCity Platform, you represent and warrant that your Content and conduct do not violate these terms. If you delete Content, ProudCity will use reasonable efforts to remove it from your website, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, ProudCity has the right (though not the obligation) to, in ProudCity's sole discretion, (i) refuse or remove any content that, in ProudCity's reasonable opinion, violates any ProudCity policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of ProudCity to any individual or entity for any reason. ProudCity will have no obligation to provide a refund of any amounts previously paid.
- **Web Traffic.** We use a third party, Google Analytics, to measure your website's audience and usage. By hosting your site on the ProudCity Platform, you agree to assign the traffic relating to your website to ProudCity. If we or Google Analytics require additional documentation to verify ownership of your website or domain name, you agree to make reasonable efforts to accommodate such requests.

- **Attribution.** ProudCity reserves the right to display attribution links such as 'Powered by ProudCity', theme author, and font attribution in your footer or toolbar. Footer credits may not be altered or removed regardless of upgrades purchased.
- **Payment and Renewal.**
    - **General Terms.** ProudCity Standard Subscription pricing shall be a total cost of $113,481 over a three-year period. Santa Ana will pay $37,827 per year, commencing on July 1, 2022. The Standard Subscription for Santa Ana will include two subsites, Search+ and 50MB file upload upgrade. Optional paid services are available (any such services, an "Upgrade"). By selecting an Upgrade you agree to pay ProudCity the one time fee or monthly or annual subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a monthly or annual subscription period as indicated. ProudCity shall honor pricing for two years following any price increase to existing customers.
    - **Cancellation.** Subscriptions and upgrades can be canceled at any time by contacting ProudCity but without refunds for previously paid invoices.
    - **Enterprise Service.** Enterprise services are provided by ProudCity under the terms and conditions for each such service. By signing up for Enterprise services, you agree to abide by such terms and conditions.
    - **Service enhancements.** Santa Ana approves an annual contingency of $6,000 per year for service enhancements as requested and approved by Santa Ana. Service enhancement go beyond the standard subscription and may include integrating with new third-party applications, feature requests, or service design consulting. Service enhancement work orders will be managed through the below process:
        - Santa Ana will make the request
        - ProudCity will provide a time estimate to be billed at $150 per hour
        - Santa Ana will approves the work order
        - ProudCity completes order and bills for time spent to not exceed $6,000 per fiscal year

- ○ **Total not-to-exceed amount.** The total amount to be expended under this Agreement shall not exceed $131,481. This sum is composed of (a) the base ProudCity Standard Subscription amount $113,481 and (b) a contingency in the amount $18,000 for service enhancements at the City's sole discretion.

2. Responsibility of Visitors.

ProudCity has not reviewed, and cannot review, all of the material, including computer software, posted to our Services, and cannot therefore be responsible for that material's content, use or effects. By operating our Services, ProudCity does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Our Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Our Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. ProudCity disclaims any responsibility for any harm resulting from the use by visitors of our Services, or from any downloading by those visitors of content there posted.

3. Content Posted on Other Websites.

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which your website links, and that link to your website. ProudCity does not have any control over those external websites, and is not responsible for their contents or their use. By linking to an external website, ProudCity does not represent or imply that it endorses such website. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or

destructive content. ProudCity disclaims any responsibility for any harm resulting from your use of external websites and webpages.

4. Intellectual Property.

This Agreement does not transfer from ProudCity to you any ProudCity or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with ProudCity. ProudCity, my.proudcity.com, proudcity.com, ProudCity logo, and all other trademarks, service marks, graphics and logos used in connection with ProudCity or our Services, are trademarks or registered trademarks of ProudCity or ProudCity's licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any ProudCity or third-party trademarks.

This Agreement does not transfer from the customer to ProudCity any customer or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with the customer. The customer's domain, logo, and all other trademarks, service marks and unique graphics used by the customer are trademarks or registered trademarks of the customer or customer's licensors. Other trademarks, service marks, graphics and logos used in connection with the website may be the trademarks of other third parties. Notwithstanding, to the extent the customer engages ProudCity to develop a custom product or feature ProudCity shall be permitted to share that product or feature with any and all ProudCity customers.

5. Changes.

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the

designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

6. Termination.

ProudCity may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your ProudCity account (if you have one), you may discontinue using our Services and stop billing by contacting ProudCity and request a termination of services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

7. Disclaimer of Warranties.

Our Services are provided "as is." ProudCity and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither ProudCity nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

8. Limitation of Liability.

In no event will ProudCity, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to ProudCity under this agreement during the twelve (12) month period prior to

the cause of action. ProudCity shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

9. General Representation and Warranty.

You represent and warrant that (i) your use of our Services will be in strict accordance with the ProudCity Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of our Services will not infringe or misappropriate the intellectual property rights of any third party.

10. US Economic Sanctions.

You expressly represent and warrant that your use of our Services and or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and ProudCity reserve the right to terminate accounts or access of those in the event of a breach of this condition.

11. Indemnification.

We agree to mutually indemnify and hold harmless ProudCity and Santa Ana, CA, their contractors, and their licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services, including but not limited to your violation of this Agreement.

ProudCity agrees to indemnify and hold harmless City from any and all claims and expenses including attorney's fees arising out of any actions performed by ProudCity, its employees, consultants and contractors and for any claims of intellectual property,

trademark or copyright infringement resulting from any services or work product provided by ProudCity pursuant to this Agreement.

12. Translation.

These Terms of Service were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

13. Miscellaneous.

This Agreement constitutes the entire agreement between ProudCity and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of ProudCity, or by the posting by ProudCity of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in San Francisco County, California. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Francisco, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; ProudCity may assign its rights under this Agreement without condition. This Agreement will be

binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

14. Insurance.

1. INSURANCE.

ProudCity shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ProudCity, its agents, representatives, or employees.

A. Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Workers' Compensation** insurance as required by the State of California, with StatutoryLimits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

3. **Technology Professional Liability Errors and Omissions Insurance**- appropriate to ProudCity's profession and work hereunder, with limits not less than **$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ProudCity in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

B. If ProudCity maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

C. **Other Insurance Provisions**- The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status- **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ProudCity including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to ProudCity's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. Primary Coverage- For any claims related to this contract, ProudCity's **insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the ProudCity insuranceand shall not contribute with it.

3. Notice of Cancellation- Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

D. Waiver of Subrogation- ProudCity hereby grants to City a waiver of any right to subrogation which any insurer of ProudCity may acquire against the City by virtue of the payment of any loss under such insurance. ProudCity agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ProudCity has received a waiver of subrogation endorsement from the insurer.

E. Self-Insured Retentions- Self-insured retentions must be declared to and approved by the City. The City may require ProudCity to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that

the self-insured retention may be satisfied by either the named insured or City.

F.   *Acceptability of Insurers*- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

G.   *Verification of Coverage*- ProudCity shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage requiredby this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing allpolicy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive ProudCity's obligation to provide them.The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

H.   *Subcontractors*- ProudCity shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ProudCity shall ensure that City is an additional insured on insurance required from subcontractors.

I.   *Special Risks or Circumstances*- City reserves the right to modify these requirements, including limits, based on the nature of therisk, prior experience, insurer, coverage, or other special circumstances.

2.   COMPLIANCE WITH ALL LAWS

ProudCity will comply with all applicable federal, state and local laws.

3.   INDEPENDENT CONTRACTOR

ProudCity shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which ProudCity performs the services which are the subject matter of this Agreement; however, the services to be provided by ProudCity shall be provided in a manner consistent with all applicable standards and regulations governing such services. ProudCity shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

4. CONFIDENTIALITY

If ProudCity receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, ProudCity agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the ProudCity disclosed in a publicly available source; (c) is in rightful possession of the ProudCity without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the ProudCity without reference to information disclosed by the City.

5. CONFLICT OF INTEREST CLAUSE

ProudCity covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

6. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

      Clerk of the City Council
      City of Santa Ana

20 Civic Center Plaza (M-30)

P.O. Box 1988

Santa Ana, CA
92702-1988 Fax: 714-
647-6956

With courtesy copies to:

City Attorney's Office
City of Santa Ana

20 Civic Center Plaza

P.O. Box 1988

Santa Ana, CA 92702

To ProudCity:

Attention: Kevin Herman, Chief Operating Officer
ProudCity, Inc.

2219 Damuth Street

Oakland, CA 94612

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of

calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

7. NON-DISCRIMINATION

ProudCity shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, disability, gender identity, gender expression, or military and veteran's service as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. ProudCity affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

8. PROFESSIONAL LICENSES

ProudCity shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. ProudCity shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

9. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

10. MISCELLANEOUS PROVISIONS

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

Signature

Customer:

Name:

Title:

Signature:

Date:

ProudCity:

Name: Kevin Herman

Title: COO

Signature:

Date: May 24, 2022

Exhibit A: Quote

Proudly Serving Santa Ana, CA

Santa Ana government digital services

ProudCity

Contact:
Luke Fretwell
luke@proudcity.com
(510) 671-0593

Santa Ana Proud

Welcome to the future of Santa Ana digital government.

ProudCity offers a new type of government-vendor partnership:

- An open, modern approach to digital services
- People-focused, accessible, secure web/mobile experience
- Continuous empowerment, training and support
- Always improving, open technologies

ProudCity promise

ProudCity will always:

- Adhere to the highest digital government standards
- Serve you with honesty, empathy and humility

We're ready to join you and proudly serve Santa Ana.

Team ProudCity

About

ProudCity is a digital government platform that makes it easy and cost-effective to launch and manage all aspects of digital government operations, including websites, meetings, online forms and payments.

ProudCity serves local governments across the United States, including townships, boroughs, cities, agencies, utilities and government-focused non-profit organizations.

Government Technology named ProudCity one of '5 to Watch' in 2016 and has been included in its esteemed GovTech 100 list of top government technology companies in 2017, 2018, 2019, 2020 and 2021. ProudCity has been featured in *TechCrunch, Government Technology, StateScoop, NextGov, Government Computer News* and *Route Fifty*. ProudCity was founded in 2015.

Learn more: proudcity.com/about

How we're different

ProudCity is different from traditional digital government vendors, both in our approach to technology but also our core values.

ProudCity	Other vendors
Open values	No
Regular product releases • New features • Product enhancements • Bug fixes • Security updates	No
Public release notes	No
Quarterly community feedback report	No
100% public knowledge base	No
100% open source	No
100% customer HTTPS encryption	No*
100% transparent pricing	No
Monthly/annual subscription contract	No
Marketplace of best-in-class technology and service partners	No

* Some vendors now guarantee this.

Learn more: proudcity.com/different

Always getting better

Santa Ana digital services improve over time.

Network feedback

The ProudCity Platform improves based on the ProudCity Network feedback loop:

- Governments (you)
- Communities (the people you serve)
- ProudCity (our experts)
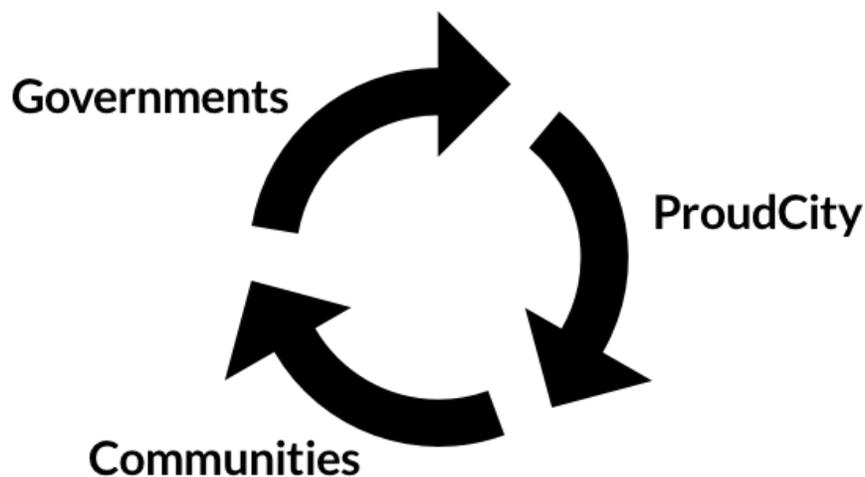
Based on this feedback, we release regularly scheduled updates, including:

- New features
- Product enhancements
- Bug fixes
- Security updates

360 feedback

Communities expect governments to be transparent, collaborative and responsive, and ProudCity is the gold standard in delivering on those same expectations to our

customers. To best serve our government customers, we conduct a regular feedback survey and share the results with everyone we work with. This allows us to have a continuous, structured, intentional and open dialogue with our customers, but also shows we actually respond to your feedback.

As part of the ProudCity customer feedback program, we:

- ✓ Send a quarterly survey to all users of the ProudCity Platform
- ✓ Send a summary report to all ProudCity Platform users
- ✓ Publicly document and implement action items based on your feedback

GovTech 100

"The future is here, and it is a lot simpler."

- Government Technology

ProudCity has been honored by *Government Technology* since our founding.

Learn more: proudcity.com/govtech100

Proudly serving government

We focus on serving local governments across the United States.

Examples

We proudly work with local governments like Santa Ana. Here are just a few.

San Rafael, California
cityofsanrafael.org

Jackson, Mississippi
jacksonms.gov

Williams County, North Dakota
williamsnd.com

Montgomery, Ohio
montgomeryohio.org

Belmont, North Carolina
cityofbelmont.org

Petaluma, California
cityofpetaluma.org

Montclair, California
cityofmontclair.org

References

Belmont, North Carolina
cityofbelmont.org
Seth Norket
snorket@cityofbelmont.org
704.901.2080

Montgomery, Ohio
montgomeryohio.org
Matthew Vanderhorst
mvanderhorst@montgomeryohio.org
513.792.8323

Rye Brook, NY
ryebrook.org
Fred Seifert
fseifert@ryebrook.org
914.937.7862

Fairfax, California
townoffairfax.org
Camille Esposito
cesposito@townoffairfax.org
415.246.0156

Williams County, North Dakota
williamsnd.com
Lindsey Harriman
lindseyh@co.williams.nd.us
701.577.4557

Montclair, California
Cityofmontclair.org
Edmund Garcia
egarcia@cityofmontclair.org
909.625.9494

San Rafael, California
cityofsanrafael.org
Lindsay Lara
lindsay.lara@cityofsanrafael.org
415.485.3065

Oakwood, Ohio
oakwoodohio.gov
Lori Stacel
stacel@oakwood.oh.us
937.298.0600

Leadership

Our executive team has decades of experience building open, scalable government digital services.

Luke Fretwell

Luke Fretwell supports all aspects of ProudCity, including product development, operations and community engagement. Prior to joining ProudCity as CEO, he worked with numerous government-focused organizations and has written extensively about digital government.

Kevin Herman

Kevin leads ProudCity operations, including the ProudCity Onboarding program. Prior to joining ProudCity as chief operations officer, he was co-founder of Albatross Digital, a civic-focused web design and development firm.

Jeff Lyon

Jeff leads ProudCity technical operations, including product releases, security and cloud management. Prior to joining ProudCity as chief technology officer, he was co-founder of Albatross Digital.

Alex Schmoe

Alex leads ProudCity product development, including product releases, user experience and accessibility. Prior to joining ProudCity as chief product officer, he was co-founder of Albatross Digital.

Learn more: proudcity.com/team

Solutions

ProudCity makes it easy for Santa Ana to launch and grow your digital services.

This includes government-focused:

- Websites ([ProudCity Web](#))
- Content management ([ProudCity CMS](#))
- Documents ([ProudCity Documents](#))
- Meetings ([ProudCity Meetings](#))
- Forms ([ProudCity Forms](#))
- Payments ([ProudCity Payments](#))
- Security ([ProudCity Safe](#))
- Support ([ProudCity Care](#))
- Onboarding ([ProudCity Onboarding](#))
- Marketplace ([ProudCity Marketplace](#))

Websites

ProudCity Web makes it easy for Santa Ana to launch accessible, mobile-friendly websites.

Domain:	• Custom (ex: yourcity.gov)
Accessibility:	• WCAG 2.0 AA • Structured content • Image alt tags • Keyboard tabbing • Form labeling • Aria attributes • Font re-sizing • Language translation • Accessibility statement • Printable pages
Security:	• 100% encryption (HTTPS)
Hosting:	• Google Cloud • Kubernetes • Docker
Mobile-enabled:	• Smartphones • Tablets • Laptops • Desktops • TVs • Kiosks
Search:	• Predictive, type-ahead search • Search all site content • Category filters
Answers:	• Search/category filter for FAQs

Departments:	• Standardized department pages/subpages
Directory:	• Filter by agency/department, councils, staff, electeds • People profile pages (photo, bio, social) • Contact email, phone, address, fax
Calendar:	• Search/filter by event type • Save to calendars (iCal, Google, Outlook, Yahoo!) • Directions • Share to social media
Social media integration:	• Facebook • Twitter • YouTube
Search engine optimization:	• Webmaster tools XML sitemap • Automatic sitemap.xml generation • Sitemap submitted to Google/Bing • Structured HTML mark-up
Browser compatibility:	• Chrome • Safari • Firefox • Bing • Tor

Learn more: proudcity.com/web

Content management

ProudCity CMS lets Santa Ana easily manage all aspects of your government website content.

Number of pages:	● Unlimited
Licenses:	● Unlimited
Roles/permissions:	● Manager ● Publisher ● Author
Publish/manage:	● Pages ● News posts ● Events ● Frequently asked questions ● Departments ● Documents ● Jobs
Editors:	● Pagebuilder (drag and drop customization) ● Visual (WYSIWYG) ● Text (HTML)
Design:	● Site branding (logo/colors/fonts) ● Pre-built page templates ● Customized page design ● Text modification (bold, italics, etc.) ● 30+ drag-and-drop widgets
Navigation:	● Menus ● Breadcrumbs
Media:	● Images (graphics/photos) ● Videos

	• Documents (PDFs)
Embedding:	• Documents • iFrame (audio/video/media/social media/third party)
Timing:	• Schedule (content publish/delete dates) • Version management
Links:	• Redirects • Broken link checker
Newsletter integration:	• MailChimp • Constant Contact
Data:	• 100% export (content and code) • 100% ownership
Analytics:	• Analytics dashboard • Integrated with Google Analytics

Learn more: proudcity.com/cms

Documents

ProudCity Documents makes it easy for Santa Ana to publish online documents.

Files:	• Unlimited (under 25 MB per file)
Example uses:	• Document lists for: ○ Meetings ○ Agendas ○ Reports
Management:	• Organize by folder
Embedding:	• PDFs • Single/multiple pages
Search:	• Document title search

NOTE: See Quote section below for ProudCity Documents and ProudCity Search+Docs add-on options and pricing.

Learn more: proudcity.com/documents

Meetings

ProudCity Meetings helps Santa Ana publish and manage meeting minutes, agendas and videos.

Publish:	• Agendas • Minutes • Videos (YouTube) • Contact information
Formats:	• Text/HTML • PDF
Design:	• Customize council, board, etc., meetings pages • Add meetings widget to any page • List upcoming meetings • Display past meetings archive
Timestamping:	• Bookmark timestamps in YouTube videos
Search:	• Search meeting agendas/minutes from site search (advanced search with ProudCity Search+Docs)

NOTE: See Quote section below for ProudCity Meetings add-on options and pricing.

Learn more: proudcity.com/meetings

Forms

ProudCity Forms makes it easy to create and manage secure, mobile-friendly online government forms.

Number of forms:	• Unlimited
Example uses:	• Payments (fines, tickets) • Permits • Issue reporting • Job applications • Subscriptions (alerts, newsletters) • Public record requests
Accessibility:	• WCAG 2.0 AA • Keyboard tabbing • Form labeling • Aria attributes
Mobile-enabled:	• Smartphones • Tablets • Laptops • Desktops • TVs • Kiosks
Manage:	• Add/edit/delete forms • Drag-and-drop form builder • Confirmation pages / emails • Post same form in multiple pages
Documents:	• File uploads, attach documents to forms • Associate digital forms with print versions
Data:	• Forms manager dashboard • Download form submissions to .xls/.csv

Payments:	• PCI compliant credit card processing
Integrations:	• ProudCity Payments • MailChimp • ConstantContact

Learn more: proudcity.com/forms

Payments

ProudCity Payments makes it easy to set up and manage Santa Ana web and mobile payments.

Number of payment forms:	• Unlimited
Example uses:	• Permits • Tickets/fines • Event registrations • Taxes
Compliance:	• PCI compliant
Credit cards:	• Visa • Mastercard • American Express • + more
Manage:	• Dashboard of payments, payouts, transactions • Notifications (customized confirmation emails) • Recurring payment transactions • Issue refunds
Data:	• Viewable/downloadable reports

Learn more: proudcity.com/payments

Security

ProudCity Safe guarantees Santa Ana has a holistic approach to website security.

Encryption:	● 100% HTTPS SSL
Up-time:	● 99.9% monthly average
Software updates:	● Every two weeks ● Security vulnerabilities released immediately
Authentication:	● Secure user storage authentication
Back-up / recovery:	● Daily database/files back-ups stored in secondary data center for one week ● Weekly back-ups (every Sunday - stored for five weeks) ● Manual back-ups via customer support ticket
Monitoring:	● Third-party monitoring (pings website up-time every five minutes with a 30-second threshold) ● Continuous monitoring for vulnerabilities (code, administrator access, backup verification)
DDOS:	● Distributed denial-of-service protection
Hot fixes:	● Serious vulnerabilities released immediately

Learn more: proudcity.com/security

Support

ProudCity Care ensures Santa Ana gets the customer support you need.

Online:	• 24/7 public knowledge base
	  ○ Online help videos
	  ○ Online documentation (help.proudcity.com)
	  ○ Self-service guides (help.proudcity.com/guides)
	  ○ Frequently asked questions

Ticketing:	General: • 24/7 (less than 48-hour response time - U.S. based) Expedited: • Technical • Emergency
Live chat:	• 8:00 a.m. to 7:00 p.m. Monday-Friday Eastern Time (U.S. based)

Learn more: proudcity.com/support

Onboarding

ProudCity Onboarding streamlines Santa Ana training and new website launch.

Overview

Includes:	• Digital government strategy and training • Project management, launch support • ProudCity platform training • Hands-on, collaborative customization
Training:	• 20+ hours of experienced based training sessions • From beginning to end of the onboarding process • Sequential curriculum to learn a new feature, content type or service each week through the launch of your site.
Timeline:	• Within 90 days, you will launch your new digital government services. • Your ProudCity Ambassador will guide you through weekly training and manageable task assignments (two forty-five minute sessions a week). • In 30 days, you will be trained on the basics and ready to experiment and test new ideas. • In 60 days, you will be fully trained and ready for public feedback on your BETA website • 30 days later, you will confidently launch your new LIVE site. • After 90 days, you're fully onboarded and get 24/7 chat/ticketing support and product upgrades
Pre-kickoff	Resources • Phase overview • Team agreement

	- [Product owner](#) - [Project management](#) - [Project plan](#)

Timeline

Week 1	Prep
	    - Review pre-project resources
	    - [Team pledge](#)
	    - [Product owner](#)
	    - [Project management](#)
	    - Project plan
	        ◦ Widget and platform overview
	    - Kick off meeting
	    - Account creation
	    - Schedule recurring meetings
	
	Customization
	    - Logo
	    - Color palette
	    - Social
	    - Images (2-3)
	
	Content strategy
	    - Footer content
	        ◦ /contact
	        ◦ Email for /contact
	        ◦ Email for /feedback
	        ◦ /about language
	    - Content guide
	    - Answers guide

Week 2	Content strategy
	    - Answers guide (cont.)
	    - Information architecture
	Content / page creation
	    - WYSIWYG training
	    - Answers content (cont.)

	• Department set-up
Week 3	Content strategy • Information architecture (cont.) Content / page creation • Answers content (finalize) • Page structure • Departments • Documents + pagebuilder
Week 4	Content / page creation • Departments (finalize) • Contacts • Landing pages • Payment list • Report an issue list Alpha launch • Launch • Feedback and iteration
Week 5	Content / page creation • Landing pages (finalize) • Contacts (finalize) • Payments (finalize) • Report an issue (finalize) Alpha • Feedback and iteration (cont.)
Week 6	Content / page creation • Departments (iterate) • Landing pages (iterate) • Documents (continued) • Forms Integrations • Payments • Issues
Week 7	Content / page creation • Meetings • Documents (cont.)

	- Forms (cont.) - News - Events Integrations - Payments (cont.) - Issues (cont.) Alpha - Feedback and iteration (cont.)
Week 8	Content / page creation - News (cont.) - Events (cont.) Integations - Newsletter BETA Launch - Launch - Feedback and iteration
Week 9	Content / page creation - Maps BETA Launch - Feedback and iteration
Week 10	Content / page creation - Documents (round 2) - Forms (round 2) BETA Launch - Feedback and iteration - Analytics - Domain information
Week 11	BETA Launch - Feedback and iteration
Week 12	LIVE Launch - Communication plan - Redirects - Launch

Learn more: proudcity.com/onboarding

Technical specifications

The ProudCity Platform is powered by modern, open technologies.

Hosting:	• Google Cloud • Kubernetes • Docker
Encryption:	• Let's Encrypt
Infrastructure:	• Linux • Apache • PHP • MySQL
Content management:	• WordPress
Search:	• Elasticsearch
Front-end:	• Bootstrap • Font Awesome
Authentication:	• Auth0
Data:	• WordPress REST API
License:	• GNU Affero GPL license, version 3

Learn more: proudcity.com/tech

Quote

Description	Unit price	Cost
ProudCity Standard Plan • [ProudCity Web](#) • [ProudCity Service Center](#) • [ProudCity Forms](#) • [ProudCity Documents](#) • [ProudCity Payments](#) • [ProudCity Care](#) • [ProudCity Safe](#) • Two subsites • Search+	$0.01 per resident/month (310,227 pop.)*	**$37,227 (per year)**
Documents • 50MB per file upload increase	$50 per month	**$600 (per year)**
Duration/description		**Total**
Recurring annual subscription • ProudCity Standard Plan • Four extended trainings per year	Three years	**$113,481**

Based on 2020 U.S. Census population data

Add-ons (optional)

Meetings

Upgrade*	Price: • $600/year (subscription)

	• $500 (onboarding) Includes: • [ProudCity Meetings](#) ** With purchase of ProudCity Standard website subscription*
Stand-alone**:	Price: • $600/year (subscription) • $2,000 (onboarding) Includes: • [ProudCity Meetings](#) *** Without purchase of ProudCity Standard website subscription*

Search

Standard*:	Price: • Free Includes: • Sitewide search • Type-ahead • Search widget ** With purchase of [ProudCity Standard](#) plan*
Search Plus:	Price: • $200/month (subscription) • $500 (onboarding) Includes: • Search Standard • Multi-site search • Granicus integration

Search+Docs:	**Price:** • $100 per month (up to 200 documents) • $150 per month (up to 600 documents) • $300 per month (up to 1200 documents) • 1,200 or more documents (will fall into enterprise pricing) • $100 per month add-on to increase to 50MB file upload • $100 per month add-on to increase search index to 50MB **Includes:** • Search Standard • Searchable PDF content • Filtered search • Multi-site document search

Documents

Standard*:	**Price:** • Free **Includes:** • Unlimited files (under 25 MB per file) • Increase to 50 MB file upload - $50/month add-on ** With purchase of [ProudCity Standard](#) plan*

Notifications

Standard:	**Price:** • $200/month (subscription) • $500 (onboarding)

	Includes:
	- Subscribe to specific pages for updates (news/documents) - Unlimited pages - Updates emailed automatically - Integrates with Mailchimp, Constant Contact

Subsites

Standard:	Price: $100/month per subsite (subscription) $1,500 (onboarding) Includes: - Separate, standalone website(s) - Same platform/process - Discounted subscription - Administrative permissions

Payments

Standard:	Credit card processing fee: 3% + $0.30 per successful transaction

Renewals/cancellations

- Subscriptions/add-ons can be canceled any time but without refunds for previously paid invoices.

Frequently asked questions

Do you do migrations?
When building a new website, it is an opportunity to reassess your current website content for accessibility and plain language, which typically involves an extensive overhaul. Therefore, ProudCity does not advocate for migrations. We recognize there are situations where existing content needs to be moved to a new website, and we review and recommend strategies related to these on a case-by-case basis.

Do you do website 'refreshes?'
To us, the idea of a 'website refresh' is a dated concept. Because our tools -- and regular product enhancements -- give you maximum freedom to manage the design of your website, you can 'refresh'-- whether it's one page, many pages or the entire website -- at any time.