

19. Agreement with CivicPlus, LLC for the use of CivicRec Recreation Registration Software (General Fund)

Department(s):

Recommended Action: Authorize the City Manager to execute an agreement with CivicPlus for use of their recreation software beginning December 1, 2024 through December 16, 2025, with an option to extend for an additional year, for a total agreement amount not to exceed \$50,000 (Agreement No. A-2024-XXX).



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
December 17, 2024

TOPIC: Agreement with CivicPlus, LLC For Recreation Software

AGENDA TITLE

Agreement with CivicPlus, LLC for the use of CivicRec Recreation Registration Software (General Fund)

RECOMMENDED ACTION

Authorize the City Manager to execute an agreement with CivicPlus for use of their recreation software beginning December 1, 2024 through December 16, 2025, with an option to extend for an additional year, for a total agreement amount not to exceed \$50,000 (Agreement No. A-2024-XXX).

GOVERNMENT CODE §84308 APPLIES: Yes

DISCUSSION

The Parks, Recreation, and Community Services Agency (PRCSA) utilizes a software application to process recreational class registrations and facility reservations for its athletic fields, recreation centers, and senior centers. PRCSA has been utilizing CivicPlus since December of 2017 after conducting a competitive Request for Proposals (RFP) process.

PRCSA's most recent agreement with Civic Plus, LLC was from December 1, 2022 through November 30, 2024. PRCSA recommends continuing to use the software offered by CivicPlus from December 1, 2024 through December 16, 2025 and to have an option to extend the agreement an additional year through December 16, 2026.

Due to the previous agreement, awarding the proposed agreement would exceed the City Manager's award authority for a fiscal year. Therefore, PRCSA is requesting City Council approval to maintain continuity of services for residents with the current recreation-based software offered by CivicPlus.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

FISCAL IMPACT

Funds are available in the following account and funds will be budgeted and made available in future fiscal years, pending City Council approval of the City’s annual budget. Any unused contract authority in a fiscal year may be used in subsequent years, within the term of the agreement.

Fiscal Year	Accounting Unit-Account #	Fund and Account Description	Amount
2024-2025	01113230-62300	Recreation & Community Services -General Fund - Contract Services-Professional	\$26,616
2025-2026	01113230-62300	Recreation & Community Services -General Fund - Contract Services-Professional	\$23,384

EXHIBIT(S)

1. Agreement with CivicPlus, LLC

Submitted By: Hawk Scott, Executive Director of Parks, Recreation, and Community Services

Approved By: Alvaro Nuñez, City Manager

**AGREEMENT WITH CIVICPLUS, LLC, TO PROVIDE ACTIVITY AND SITE
REGISTRATION SOFTWARE SERVICES**

THIS AGREEMENT is made and entered into on this 17th day of December, 2024 by and between CivicPlus, LLC, a Kansas company (“Consultant” or “CivicPlus”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City” or “Client”).

RECITALS

- A. The City desires to retain a consultant having special skill and knowledge in the field of activity registration and site reservation software including maintenance and support.
- B. Consultant previously entered into Agreement #N-2022-336, for similar services, which expired on November 30, 2024. The City seeks to enter into a new Agreement with Consultant and, based on their prior engagement, Consultant represents that it is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described in **Exhibit A**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for the first two (2) years of its services under this Agreement, the rates and charges identified in **Exhibit A**. The total amount to be expended during the term of this Agreement shall not exceed Fifty Thousand Dollars and no cents (**\$50,000.00**). This sum is comprised of the base amount for: 1) first-year compensation in the amount of \$22,270.49; 2) second year compensation in the amount of \$23,384.01; and 3) a contingency amount of \$4,345.50 for additional services requested, in writing, at the sole discretion of the City.
- b. City shall recognize and compensate Consultant for any services rendered since December 1, 2024 to the effective date defined in Section 3, below.

- c. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on December 16, 2025, with the option for the City to grant up to a one (1) year renewal, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant 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 Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant 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.

5. OWNERSHIP OF MATERIALS

Upon full and complete payment of amounts owed for project development, City (referred to in this Section 5 as "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.

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.

At any time during the term of this Agreement, 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 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. During the thirty (30) day period following termination, regardless of the reason for its termination, Client will not have access to the services.

Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all 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 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.

Provided Client complies with the terms and conditions herein, and license restrictions set forth in this section, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with this Agreement for the term of this Agreement.

6. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant shall procure and maintain for the duration of the agreement, the following insurance coverages:

Minimum Scope and Limit of Insurance. Consultant shall maintain limits of insurance coverage in the following minimum amounts and shall be at least as broad as:

- **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 and \$2,000,000 aggregate.
- **Sexual Abuse or Molestation Liability (SAML):** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit of no less than \$1,000,000 per occurrence or claim.
- **Workers’ Compensation (W/C):** as required by the State of California, with statutory limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident, per employee, per policy for bodily injury or disease. This requirement can be waived if Vendor has no employees.
- If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

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

- CGL, and SAML policies: City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, equipment, and personnel furnished in connection with such work or operations.
- All required insurance policies: Insurance company(ies) agrees to waive all rights of subrogation against City, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by Consultant for City.
- All required insurance policies: For any claims related to this contract, Consultant’s insurance coverage shall be primary and any insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
- All required insurance policies: A severability of interest provision must apply for all the additional insureds, ensuring that Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.
- Each insurance policy required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written shall be provided to City for policy cancellation or non-renewal due to non-payment.

- Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: Parks, Recreation, & Community Services Agency, 20 Civic Center Plaza, M-23, Santa Ana, CA 92701. The name and location of event should be included in the Description of Operations section of each certificate.

Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. City may require Consultant 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.

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

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

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

- The retroactive date must be shown and must be before the date of the contract or the beginning of work.
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Company must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

Subcontractors. Consultant shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from sub-contractors.

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

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of third party claims for personal injury, including death, and claims for property damage, which may arise from

the sole negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any third party claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from Consultant's sole negligence, malicious actions or omissions during the performance of this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including reasonable fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant 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 Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant 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.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this

Agreement performed by City personnel or by other consultants retained by City, at any time following the execution of this Agreement. Notwithstanding the foregoing, Consultant may assign and transfer all of its rights under this Agreement by a sale of all of its assets or merger.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. 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.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant 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. Consultant 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.

19. 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, electronic mail or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk
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:

Executive Director, PRCSA
City of Santa Ana
20 Civic Center Plaza (M-23)
P.O. Box 1988
Santa Ana, California 92702

To Consultant:

CivicPlus, LLC.
Attn: Legal Department
302 South 4th St., Suite 500
Manhattan, KS 66502
Legal@civicplus.com

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.

20. MISCELLANEOUS PROVISIONS

- a. 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.

- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. In the event of any conflict or inconsistency between the terms and conditions in this Agreement and any terms or conditions set forth, including by separate weblink, in any Exhibit, purchase order, or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.
- d. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

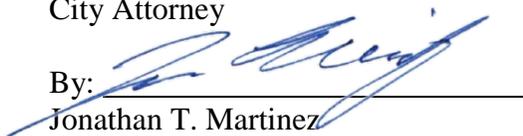
Jennifer L. Hall
City Clerk

Alvaro Nuñez
City Manager

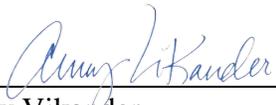
APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CIVICPLUS, LLC:

By: 

Jonathan T. Martinez
Assistant City Attorney



Amy Vikander
Senior Vice President of Customer
Success

RECOMMENDED FOR APPROVAL:



Hawk Scott
Executive Director
Parks, Recreation and Community Services Agency

EXHIBIT A

Scope of Services and Fee Schedule


CivicPlus

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

Client:
CA – SANTA ANA – CivicRec - Statement of Work

QTY	ITEM	PRODUCT TYPE
1	Civic Rec Annual Fee	Renewable
1	AudioEye Enterprise for CivicRec	Renewable
1	Document Management Module	Renewable

Annual Recurring Services – Initial Term	USD 22,270.49
Annual Recurring Services (Subject to Uplift)	USD 23,384.01

1. This renewal Statement of Work ("SOW") is between Santa Ana, CA ("Customer") and CivicPlus, LLC, and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from December 1, 2024 – November 30, 2025 (the "Initial Term"). 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 may be renewed for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



Estimate

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#316132

11/29/2024

PO #

Bill To

Santa Ana CA
20 Civic Center Plaza
Santa Ana California 92702

TOTAL DUE

\$22,270.49

Due Date: 12/29/2024

Terms	Due Date	PO #	Approving Authority
Net 30	12/29/2024		

Qty	Item	Start Date	End Date
1	CivicRec Annual Fee	12/01/2024	11/30/2025
1	AudioEye Enterprise for CivicRec	12/01/2024	11/30/2025
1	Document Management Module: Enabled to allow customers to upload documents and staff to manage records.	12/01/2024	11/30/2025

Total \$22,270.49

Due **\$22,270.49**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

CA - Santa Ana - Rec Renewal Agreement & SOW - CP Signed - 11272024

Final Audit Report

2024-12-03

Created:	2024-12-03
By:	Stephanie Garcia (SGarcia5@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGBSw5T9I40milpTVpLsbTBquWJii-Qk_

"CA - Santa Ana - Rec Renewal Agreement & SOW - CP Signed - 11272024" History

-  Document created by Stephanie Garcia (SGarcia5@santa-ana.org)
2024-12-03 - 11:35:46 PM GMT
-  Document emailed to Hawk Scott (hscott@santa-ana.org) for signature
2024-12-03 - 11:35:51 PM GMT
-  Email viewed by Hawk Scott (hscott@santa-ana.org)
2024-12-03 - 11:36:46 PM GMT
-  Document e-signed by Hawk Scott (hscott@santa-ana.org)
Signature Date: 2024-12-03 - 11:36:56 PM GMT - Time Source: server
-  Agreement completed.
2024-12-03 - 11:36:56 PM GMT