## REGULAR MEETING STARTS AT 6:00 PM

Mayor Dan Epperson
Vice Mayor Rodney Plamondon
Council Member Dominic Atlan
Council Member Stacy Rhoades
Council Member Diane Wratten

## DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE WILL BE CONDUCTING ITS MEETING IN PERSON

AT 1 E. MAIN STREET, IONE, CA 95640
AND VIA ZOOM
City of lone is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting https://zoom.us/i/2351961316?pwd=d3IWTWOzbVJLblpQNXBDQWtpZkRyUT09 Meeting ID: 2351961316

Passcode: 95640
One tap mobile
+16699006833,,2351961316\#,,,,*95640\# US (San Jose) +12532158782,,2351961316\#,,,,*95640\# US (Tacoma)

> Dial by your location
> +1 6699006833 US (San Jose)
> +1 2532158782 US (Tacoma)
> +1 3462487799 US (Houston)
> +1 9292056099 US (New York)
> +1 3017158592 US (Washington DC)
> +1 3126266799 US (Chicago)
> Meeting ID: 235196 1316

Passcode: 95640
Find your local number: https://zoom.us/u/aex3ZLbqgp
Tuesday, October 18, 2022
1 E. Main Street
lone, CA 95640
THE CITY OF IONE IS A GENERAL LAW CITY DEDICATED TO PROVIDING LEADERSHIP, ACCOUNTABILITY, AND FISCAL INTEGRITY WHILE PROMOTING ECONOMIC OPPORTUNITIES AND MAINTAINING A HIGH QUALITY OF LIFE FOR OUR CITIZENS

## PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

 Gov't. Code $\$ 54954.3$The Ione City Council welcomes, appreciates, and encourages participation in the City Council Meeting. The City Council reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary. Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, lone, CA. Hard copies may be obtained for $\$ 3.60$ for pages 1-5 and $\$ .45$ for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

## AGENDA

A. ROLL CALL
B. PLEDGE OF ALLEGIANCE
C. APPROVAL OF AGENDA
D. PRESENTATIONS/ANNOUNCEMENTS: None

## E. PUBLIC COMMENT: EACH SPEAKER IS LIMITED TO 4 MINUTES

NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the City Council at this time on any subject within the jurisdiction of the lone City Council.
Please be mindful of the 4 minute time limit per person. Pursuant to the Brown Act, the City Council may not take action or engage in a detailed discussion on an item that does not appear on the Agenda. However, matters that require Council action will be referred to staff for a report and/or recommendation for possible action at a future Council meeting. Is there anyone in the audience who wishes to address the Council at this time?

## E. CONSENT CALENDAR:

1. Finance and Treasury Report FY 2022-2023 - September, 2022
2. Warrants - September, 2022
3. Adoption of Resolution No. 2022-22 - Designating Signatures for Orders for Payment of Monies Drawn Against the City of lone on Existing Accounts at Bank of Marin
4. Adoption of Resolution No. 2022-23 - Appointing Representative and Alternate to the Northern California Cities Self Insurance Fund Board of Directors
5. Receive and File Ione Fire Department $20223^{\text {rd }}$ Quarter Report
6. Receive and File Ione Police Department $20223^{\text {rd }}$ Quarter Report
7. Vacancy and Reappointment on Park \& Recreation Commission

Notice to the Public: All matters listed under this category are considered to be routine and will be enacted by one motion. Any item may be removed for discussion and possible action and made a part of the regular agenda at the request of a Council Member(s).
G. PUBLIC HEARING: None
H. REGULAR AGENDA:
8. Authorize the City Manager to Execute an Agreement with CivicPlus, LLC, for Website Services for an Amount not to Exceed \$25,000
I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER
J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS
K. CLOSED SESSION:

- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code-Amador Court Case Number 22-CV-12824 - Amador Regional Sanitation Authority (ARSA) $\vee$ City of Ione and California Department of Corrections and Rehabilitation (CDCR)
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code-City of Ione vs. Gani Court Case Number 17-CV-10277


## L. ADJOURNMENT

## NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, this public hearing.

## ADA COMPLIANCE STATEMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk Janice Traverso at (209) 274-2412, ext. 102. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

## CITY OF IONE

## FINANCE AND TREASURY REPORT FY 2022-2023

## MONTH END: September 2022

| Reconciled Bank Balance |
| :--- |
| General Checking Account - American River Bank |
| Balance Per Bank Statement |
| Less: Outstanding Checks/Wires |
| Add: Deposits in Transit |
| Bank Adjustments |
| Reconciled Balance |
| Sweep Savings Account - American River Bank |
| Balance Per Bank Statement |
| Less: Outstanding Checks/Wires |
| Add: Deposits in Transit |
| Reconciled Balance |
| General Checking Account - Wells Fargo Bank |
| Balance Per Bank Statement |
| Less: Outstanding Checks/Wires |
| Add: Deposits in Transit |
| Reconciled Balance |
| $1,730.96$ |

Secondary Checking Account - American River Bank - CLOSED
Balance Per Bank Statement
Less: Outstanding Checks/Wires
Add: Deposits in Transit
Reconciled Balance

Xpress Billpay Deposit Account
Balance Per Bank Statement
Less: Outstanding Checks/Wires
Add: Deposits in Transit
Reconciled Balance
$\qquad$
$\xrightarrow{\circ}$
$\qquad$
$1,471,40$
$62,267.43$

LAIF Account

## CITY OF IONE

## FINANCE AND TREASURY REPORT FY 2022-2023

## MONTH END: September 2022

Balance Per Bank Statement
$3,821,633.02$
Less: Outstanding Checks/Wires
Add: Deposits in Transit
Reconciled Balance
$3,821,633.02$

Cantella \& Co. - Investment
Balance Per Bank Statement
301,158.13
Less: Outstanding Checks/Wires
Add: Deposits in Transit
Reconciled Balance
$301,158.13$

Certificate of Deposit - American River Bank
Balance Per Bank Statement
56,345.79
Less: Outstanding Checks/Wires $\qquad$
Add: Deposits in Transit $\qquad$
Reconciled Balance
56,345.79

TOTAL

## CITY OF IONE

## FINANCE AND TREASURY REPORT FY 2022-2023

 MONTH END: September 2022BALANCE PER GENERAL LEDGER

| General Checking Account - American River Bank | $7,330,146.56$ |
| :--- | ---: | ---: |
| Sweeps Savings Account - American River Bank | $515,678.28$ |
| General Checking Account - Wells Fargo | $547,009.08$ |

Secondary Checking Account - American Bank
Xpress Billpay Deposit Account
62,267.43

LAIF
$3,821,633.02$
Cantella \& Co. - Investment
Certificate of Deposit - American River Bank
301,158.13
56,345.79

Reconciled Balance

TOTAL
12,634,238.29
$12,634,238.29$

## Reconciled Difference

$\qquad$

10/11/2022
Chris Hancock, City Treasurer

Date

$\qquad$
Bank Adjustments

| Description | Amount |  |  |  | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | UNIDENTIFIED BUSINESS LICENSE | UNIDENTIFIED | Total: |  |  |  |


| CITY OF IONE |
| :--- |


| CITY OF IONE |  |  | Bank Reconciliation Report - Detailed American River Bank Account |  |  |  |  | Page: 4 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 03 - WF - Checking (WF - Checking) (3) |  |  |  |  |  |  |  |  |
|  |  |  |  | September | , 2022 |  |  |  |
| Acco |  |  |  |  |  |  |  |  |
| Bank Account Number: |  |  |  |  |  |  |  |  |
| Bank Statement Baiance: |  | 552,473.06 |  | Book Ba | ce Previous Month: |  | 516,206.78 |  |
| Outstanding Deposits: |  |  | 86.40 | Total Re |  |  | 31,424.88 |  |
| Outstanding Checks: |  |  | 5,550.38 | Total Dis | sements: |  | 622.58 |  |
| Bank Adjustments: |  |  | . 00 | Book Ad | ments: |  | . 00 |  |
| Bank Balance: |  | 547,009,08 |  | Book Balance: |  | 547,009.08 |  |  |
| Outstanding Deposits |  |  |  |  |  |  |  |  |
| Deposit | Deposit | Deposit | Deposit | Deposit | Deposit | Deposit | Deposit |  |
| Number | Amount | Number | Amount | Number | Amount | Number | Amount |  |
| 202 | 86.40 |  |  |  |  |  |  |  |
|  |  |  |  |  |  | Total: | 86.40 |  |
| Deposits cleared: 10 items |  | Deposits Outstanding: 1 items |  |  |  |  |  |  |
| Outstanding Checks |  |  |  |  |  |  |  |  |
| Check | Check | Check | Check | Check | Check | Check | Check |  |
| Number | Amount | Number | Amount | Number | Amount | Number | Amount |  |
| 50261 | 137.51 | 52739 | 1,728.12 | 53103 | 35.10 | 53321 | 5.00 |  |
| 51658 | 40.00 | 52775 | 176.12 | 53215 | 51.88 |  |  |  |
| 52116 | 103.43 | 52817 | 345.20 | 53234 | 150.00 | Total: | 5,550.38 |  |
| 52419 | 1,339.96 | 52842 | 122.10 | 53302 | 1,315.96 |  |  |  |
| Checks cleared: 1 items |  | Checks Outstanding: 13 items |  |  |  |  |  |  |

Bank Adjustments

## No tank adjustments found!

## Book Adjustments

## No book adjustments found!

| CITY OF fONE |
| :--- |


| CITY OF IONE |  |  | Bank Reconciliation Report - Detailed American River Bank Account |  |  |  |  | Page: 6 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $05-X P R E S S$ BILL PAY DEPOSIT ACCT. (X) (5) |  |  |  |  |  |  |  |  |
| September 30, 2022 |  |  |  |  |  |  |  |  |
| Acco |  |  |  |  |  |  |  |  |
| Bank Account Number: |  |  |  |  |  |  |  |  |
| Bank Statement Balance: |  |  | 60,796.03 | Book 8 | e Previous |  | 74,776.78 |  |
| Outstanding Deposits: |  |  | 1,471.40 | Total Re |  |  | 37,480.65 |  |
| Outstanding Checks: |  |  | . 00 | Total Dis | sements: |  | 50,000.00 |  |
| Bank Adjustments: |  |  | . 00 | Book Ad | ments: |  | . 00 |  |
| Bank Balance: |  |  | 62,267.43 | Book Ba |  |  | 62,267.43 |  |
| Outstanding Deposits |  |  |  |  |  |  |  |  |
| Deposit <br> Number | Deposit | Deposit | Deposit | Deposit | Deposit | Deposit | Deposit |  |
|  | Amount | Number | Amount | Number | Amount | Number | Amount |  |
| 256 | 40.70 | 260 | 86.40 | 262 | 246 |  |  |  |
| 258 | 240.70 | 261 | 857.60 |  |  |  |  |  |
|  |  |  |  |  |  | Total: | 1,471.40 |  |

Deposits cleared: 56 items Deposits Outstanding: 5 items

Outstanding Checks

No outstanding checks found!
Checks cleared: 1 items Checks Outstanding: 0 items

## Bank Adjustments

No bank adjustments found!

## Book Adjustments

No book adjustments found!

| CITY OF IONE | Bank Reconciliation Report - Detailed American River Bank Account |  |  |  | Page: 7 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| $20-\text { LAIF (LAIF) (20) }$ |  |  |  |  |  |
|  |  | September 30, 2022 |  |  |  |
| Acco |  |  |  |  |  |
| Bank Account Number: |  |  |  |  |  |
| Bank Statement Balance: | 3,821,633.02 | Book Balance Previous Month: | 3,821,633.02 |  |  |
| Outstanding Deposits: | . 00 | Total Receipts: | 00 |  |  |
| Outstanding Checks: | . 00 | Total Disbursements: | . 00 |  |  |
| Bank Adjusiments: | . 00 | Book Adjustments: | . 00 |  |  |
| Bank Balance: | 3,821,633.02 | Book Balance: | 3,821,633.02 |  |  |
|  |  | Uutstanding Deposits |  |  |  |
| No outstanding deposits found! |  |  |  |  |  |
| Deposits cleared: 0 items Deposits Outstanding: 0 items |  |  |  |  |  |
|  |  | Outstanding Checks |  |  |  |
| No outstanding checks found! |  |  |  |  |  |
| Checks cleared: 0 items Checks Outstanding: 0 items |  |  |  |  |  |
|  |  | Bank Adjustments |  |  |  |
| No bank adjustments found! |  |  |  |  |  |
|  |  | Book Adjustments |  |  |  |
| No book adjustments found! |  |  |  |  |  |



## Outstanding Checks

No outstanding checks foundl
Checks cleared: 1 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments foundl

Book Adjustments

No book adjustments found!

| CITY OF IONE | Bank Reconciliation Report - Detailed American River Bank Account | Page: |
| :--- | :--- | :--- | :--- |

Deposits cleared: 1 items Deposits Outstanding: 1 items
$\qquad$
Outstanding Checks

No outstanding checks found!
Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!
$\qquad$
Book Adjustments

No book adjustments found!

## Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Report Criteria:
Report type: Invoice detail
Check. Type $=\{<>\}$ "Adjustment"

$M=$ Manual Check, $V=$ Void Check

$\mathrm{M}=$ Manual Check, $\mathrm{V}=$ Void Check


| Check Num | Check Issue Date | Vendor ID | Payee | Amount |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  | Description |  |
| 3232 | 09/22/2022 | 2996 | PRENTICE LONG PC | 10,261.45 |
|  |  |  | LEGAL SERVICES-AUG 2022 |  |
| 3233 | 09/22/2022 | 3048 | QUADIENT LEASING USA INC. | 493.90 |
|  |  |  | POSTAGE MACHINE LEASE 10/22-01/23 |  |
| 3224 | 09/22/2022 | 2071 | IW SOLAR LLC | 10,437.55 |
|  |  |  | SOLAR PRODUCED-WWTP AUG 22 |  |
| 3240 | 09/22/2022 | 3817 | TOUCH FREE EXPRESS CAR WASH | 200.00 |
|  |  |  | POLICE VEHICLE CAR WASH - SEPT 2022 |  |
| 3237 | 09/22/2022 | 4680 | SNG \& ASSOCIATES INC. | 2,956.00 |
|  |  |  | CITY ENGINEERING SERVICES |  |
| 3235 | 09/22/2022 | 4780 | SCHNEIDER ELECTRIC SYSTEMS USA INC. | 6,527.32 |
|  |  |  | TBUCCF-REINST-ECOSTRUXURE GEO SCADA CUSTOMER FIRST-REINSTATEMENT |  |
| 3234 | 09/22/2022 | 4845 | RANDIK PAPER | 96.13 |
|  |  |  | SERENADE PINE GUARD/ CURVED PIPE BRUSH |  |
| 3234 | 09/22/2022 | 4845 | RANDIK PAPER | 121.62 |
|  |  |  | SERENADE PINE GUARD/ CURVED PIPE BRUSH |  |
| 3228 | 09/22/2022 | 4925 | MISTY PEGUEROS | 122.10 |
|  |  |  | ACCT 2346 REFUND SEWER DEPOSIT |  |
| 3208 | 09/22/2022 | 4930 | CAMERON BREGMAN | 40.70 |
|  |  |  | REFUND SEWER OVERPAYMENT |  |
| 3226 | 09/22/2022 | 4935 | MARIA MERCADO | 244.20 |
|  |  |  | REFUND SEWER OVERPAYMENT |  |
| 3219 | 09/22/2022 | 4940 | GARY REDMAN | 700.00 |
|  |  |  | EB HALL DEPOSIT RETURN |  |
| 3225 | 09/22/2022 | 4945 | JOSIAH MOLIN | 30.00 |
|  |  |  | LIVESCAN REIMBURSEMENT |  |
| 3202 | 09/22/2022 | 4950 | AMADOR COUNTY COMMUNITY FOUNDATION | 160.00 |
|  |  |  | CHECK MADE OUT TO CITY FOR FUNDRAISING DINNER |  |
| 2225082 | 09/22/2022 | 4955 | JORDAN DOERKSEN | 61.35 |
|  |  |  | LIVESCAN REIMBURSEMENT |  |
| 1303 | 09/30/2022 | 2330 | LEGORRETA, FERNANDO | 250.00 |
|  |  |  | PER DIEM-5 DAYS |  |
| Grand Totals: |  |  |  | 300,052.77 |

Dated: $\qquad$

Mayor: $\qquad$

City Council: $\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

City Recorder: $\qquad$
$M=$ Manual Check $V=$ Void Check

Report type: Invoice detail
Check.Type $=\{<>\}$ "Adjustment"
$\mathrm{M}=$ Manual Check, $\mathrm{V}=$ Void Check

## RESOLUTION NO. 2022-22

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE DESIGNATING SIGNATURES FOR ORDERS FOR PAYMENT OF MONIES DRAWN AGAINST THE CITY OF IONE ON EXISTING ACCOUNTS AT BANK OF MARIN 


#### Abstract

BE IT RESOLVED, that the Bank of Marin, as designated depository for the City of lone, be and are hereby request, authorized and directed to honor all checks, drafts, withdrawals or other orders for payments of monies drawn against the City of lone on its existing account, when bearing the signatures, or facsimile signatures of two of the following:


Michael Rock, City Manager<br>Chris Hancock, Finance Manager<br>John Alfred, Chief of Police<br>Janice Traverso, City Clerk

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and adopted by the City Council of the City of lone at their regular meeting held on October 18,2022 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
APPROVED:
Dan Epperson, Mayor

Attest:

Janice Traverso, City Clerk

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE APPOINTMENT REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO THE NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND BOARD OF DIRECTORS

WHEREAS, the City of lone is a party to the Joint Exercise of Powers Agreement for the Northern California Cities Self Insurance Fund, and, as such, is a founding Member Agency of the Northern California Cities Self Insurance Fund (NCCSIF), as that term is defined in the Joint Exercise of Powers Agreement, and

WHEREAS, pursuant to the Joint Exercise of Powers Agreement, each Member Agency of NCCSIF is required to appoint a Director and an Alternate Director to act in the Director's absence, to represent the City as if the City itself were present and acting on the NCCSIF Board of Directors for all matters which come before such board of Directors, and also for the Director to be eligible for serving on the NCCSIF Executive Committee; and

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby appoints Chris Hancock, Finance Manager, to serve as its Director on the NCCSIF Board of Directors to act on behalf of the City, a Member Agency of NCCSIF, on all matters to come before the Board of Directors, as if the City itself were present and acting at such meeting, and for such Director to be eligible for serving on the NCCSIF Executive Committee; and appoints Michael Rock, City Manager to serve as Alternate Director in the absence of the Director.

BE RESOLVED FURTHER, that the City Manager, or a designee, be instructed to inform the Secretary of NCCSIF of the above appointment by sending a certified copy of the resolution to NCCSIF's business office.

The foregoing resolution was duly introduced and adopted by the City Council of the City of lone at their regular meeting held on October 18, 2022 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Epperson, Mayor

ATTEST:

Janice Traverso, City Clerk

## Agenda Item

DATE: October 18, 2022
TO: City Council, City Manager
FROM: Ken A. Mackey - Fire Chief

SUBJECT: FIRE DEPARTMENT $3{ }^{\text {rd }}$ quarter Report

BACKGROUND: The City of lone Fire Department overview of our calls for service, department activities and events for council's review

DISCUSSION: Fire Department statistics and activities and future events

FISCAL IMPACT: None

RECOMMENDED ACTION: Review

## ATTACHMENTS: Yes

## CITY OF IONE FIRE DEPARTMENT $3^{\text {rd }}$ Quarter report 2022

The Crews were busy with wild land fire training, fire fighting and continuous weekly training drills


Crews also responded on strike teams, Cal fire and OES assignments. School fire prevention talks and

fun day the Summer Lunch program at fire station 1-Aerial Operations and special rescue techs


Hazardous materials Incident command and crews building our new command vehicles to save on cost

and our 9-11 annual Memorial Ceremony at fire station 1 and teaching our youth fire cadets


## CITY OF IONE FIRE DEPARTMENT

 2022$3^{\text {nd }}$ Quarter Report to the City Council
The City of Ione Fire Department continues to be a very proud and dedicated group of men, women, and young adults, both Paid and Volunteer or youth cadets that donate hundreds of countless hours toward training and bettering themselves to assure the citizens of our community and those surrounding us or just passing through get the high levels of service possible, we cannot do this without the full support of the council and city staff, and the large Volunteer staff that we have that work hand in hand with the very appreciative paid staff of the department.

1) Total number of incidents to date and compared to this time last year in just the $3^{\text {nd }}$ quarter

| Year | Total Incident |
| :---: | :---: |
| 2021 | 346 |

2022384
2) Total calls for the year to date and compared to last year

| Year | Total Incidents |
| :---: | :---: |
| 2021 | 1,043 |
| 2022 | 1,031 |

## Types of Calls

Emergency medical 155
Vehicle accidents
16
Agency Assist 5
Special Rescues 1
Animal Rescues 1
Medical alarm - false $\quad 16$
Mutual aid duty officer $\quad 1$
Electrical wires down 1
Snake removals 4
Lock out assist 8
Lift Assist 34
Landing Zones 1
Mutual Aid Fires 28
Strike team responses 5
Station Cover assignments 61
Cal Fire Station Cover assignment 2
Smoke alarm activation 6
Support service - Rehab 3
Natural gas leaks 2
Smoke investigation - misc fires 7
Wild land fire in the city 1
CO monitor activation 2
Tree down 1
Medic unit assist 1
Electrical lines down 3
Total number of responses for service $\mathbf{3 8 6}$

Weekly Volunteer Department training drills 16 at 3 hrs total of 585 personnel hours Daily Training on shift 520 hours
Officer training drills $=60$ hours
Outside schooling $=200 \mathrm{hrs}$
Attended 5 Live fire training drills with Jackson Valley, Mule Creek, Sutter Creek and Cal Fire at 5-8 hrs per day with multiple units from our department per day
Red Card Wild Land certification- Aerial ladder and special operations - Medical advanced training OES vehicle refresher training
Incident Management team training updates for department personnel
3) Youth Fire Cadets 8 Saturday drills
4) Personnel also preformed Yearly Hydrant maintenance in 2 grids in the city with AWA
5) Personnel worked over 100 hrs on building the new command vehicles to save on cost allowing us better technical assistance and incident command abilities on incident scenes continuing to provide improved accendibility and safety for personnel and assuring quality operations to serve the public.
6) Fire Prevention Safety Talks - community groups
7) Fire Inspections on required assembly buildings continue

Fire Sprinkler Inspections continue on all new construction
Plan check reviews for proposed new construction or development
Weed Abatement enforcement continues
Pre-fire safety planning and checking with Preston Castle Haunted castle
School site safety planning - police and fire
School fire drills monthly
Working on a easy to use hand out for Emergency Escape route specific to the Ione Area
8) Staffing levels: Daily average remains the same at 2 per day with a Duty officer back up by the volunteers

Basic Training: Currently 4 personnel are in different phases of their training and should be done soon.
9) Testing Process for the hiring of 2 new Fire Apparatus Engineers
10) Significant incidents: Ampine Fiberboard fire -Martel

Electra Fire - Moke River canyon
Structure fire-residential N. Shore Camanche
Several wild land fires locally-mutual aid
11) Continued work on the new staff vehicle in house to save the city money
12) Continued working on and applying for more Grants through Cal Fire, \& FEMA
13) Annual 9-11 Memorial Ceremony at fire station \#1 included this year was the VFW honor guards in which the memorial ceremony at station 1 and flag lowering at the Veterans park
14) Plans for the upcoming Halloween safety events at Howard park and Perry Earl Park with the ladder truck and candy with fire safety hand outs
** Station \#1 remodel plans continue

## Agenda Item

DATE: October 18, 2022
TO: Mayor Epperson and City Council
FROM: Michael Rock, Interim City Manager John Alfred, Police Chief

SUBJECT: Receive and File lone Police Department $20223{ }^{\text {rd }}$ Quarter Report

## RECOMMENDED ACTION:

1. Receive and file Ione Police Department $20223^{\text {rd }}$ Quarter Report.

## FISCAL IMPACT:

There is no fiscal impact associated with this item.

## BACKGROUND:

This quarterly report is for the months of July through September 2022. This report is designed to give you an understanding of the day to day operations of the lone Police Department (Department) and staff for the first quarter of 2022.

We would like to point out that the Department would not be able to perform at the level and capacity it does without its volunteers. They are central to the Department's success and the backbone to the safety our of City.

## ATTACHMENTS:

Detailed Summary - $20223^{\text {rd }}$ Quarter Report

## IONE POLICE DEPARTMENT $3^{\text {RD }}$ QUARTER REPORT

Data is from July $1^{\text {st }}$ to September $30^{\text {th }}$




| Citations | $\mathbf{2 0 2 1}$ | $\mathbf{2 0 2 2}$ |
| :--- | :--- | :--- |
| Total | 86 | 69 |
| Felony | 0 | 1 |
| Misdemeanor | 7 | 7 |
| Infraction | 71 | 61 |
| Parking | 7 | 0 |

3. Staffing Levels
a. 1 Chief
b. 1 Sergeant
c. 2 Corporals
d. 4 Officers
e. 2 Reserves
f. 1 Part time Administrative Analyst

As of the date of this report, we are at full staffing levels.
We currently run 12- hour shifts for patrol staff and corporals (Day Shift 6 AM - 6 PM, Graveyard 6 PM - 6 AM, Corporals 2 PM - 2 AM). The Sergeant and Chief work a standard 8 hours shift Monday Through Friday.
4. Volunteer Unit
a. The volunteer unit was used for several special events during this quarter.
b. The unit has volunteered over 160 hours during this quarter.
c. The volunteer unit has begun training on parking enforcement to assist with 2 -hour parking on main street.
d. The Police Department could not function without the support of our volunteer unit. The volunteers assist with records, property and evidence, special events, vacation home checks, and other collateral duties as assigned.
5. Motor Program
a. During this quarter, we deployed our motor program. The motorcycle was purchased through the lone Police Foundation. There was no cost of the motorcycle purchase to the city.
b. Since deploying the motor program, we have been able to affect problem traffic areas within the city limits. Sgt. Sgroi is the only person in the department with motor training at this time. We are looking at sending three officers to the motor operator school so that we can deploy the motor unit more often.

## Agenda Item

DATE: October 18, 2022
TO: Mayor and City Councilmembers
FROM: Janice Traverso, City Clerk
SUBJECT: Vacancy and Reappointment on Park \& Recreation Commission
Angie Avila and Angela Bennett appointments on the Park \& Recreation Commission expired September, 2022. Angie Avila has asked to be reappointed for a two-year term, expiring September, 2024. Angela Bennett is stepping down and does not wish to be reappointed. See attached emails.

RECOMMENDED ACTION: Reappoint Angie Avila to the Park \& Recreation Commission for a two-year term expiring September, 2024. Accept the resignation of Angela Bennett and authorize the City Clerk to advertise for replacement to fill one vacancy on the Park \& Recreation Commission.

## ATTACHMENTS:

Emails from Angie Avila and Angela Bennett

| From: | Janice Traverso |
| :--- | :--- |
| Sent: | Wednesday, October 12, 2022 12:22 PM |
| To: | Angela Avila |
| Subject: | RE: Park \& Recreation Terms |

No, your email is fine. Thanks.

From: Angela Avila [flygirl@volcano.net](mailto:flygirl@volcano.net)
Sent: Wednesday, October 12, 2022 12:14 PM
To: Janice Traverso [JTraverso@ione-ca.com](mailto:JTraverso@ione-ca.com)
Subject: Re: Park \& Recreation Terms

Hi Janice,

Thank You for the notice... I'm interested in staying on... Do you need a letter from me??

Angie A

Sent from my iPhone

On Oct 12, 2022, at 10:22 AM, Janice Traverso [UTraverso@ione-ca.com](mailto:UTraverso@ione-ca.com) wrote:

Angela and Angie: Your term on the Park \& Recreation Commission expired the end of September. Please let me know if you both wish to continue for another 2 year term. I plan to put it on the October $18^{\text {th }}$ City Council Meeting Agenda. Thanks.

| From: | Janice Traverso |
| :--- | :--- |
| Sent: | Thursday, October 13, 2022 10:36 AM |
| To: | Angela Bennett |
| Subject: | RE: Park \& Recreation Terms |

Oh-I am sorry to hear that-we will miss you. I will let Council know. Thank you for serving. Janice

From: Angela Bennett [angela@gsmloans.com](mailto:angela@gsmloans.com)
Sent: Thursday, October 13, 2022 9:41 AM
To: Janice Traverso < JTraverso@ione-ca.com>
Subject: RE: Park \& Recreation Terms
Janice,
I think I will let someone else take over(3) I haven't had the time to give as much to it as it deserves. Thank you!

## Angela Bennett

Golden Strate
Dronguger Inc.
angela@gsmloans.com
(916) 798-9251

NMLS \#1624949 BRE\#01310406
https://www.blink.mortgage/app/signup/p/goldenstatemortgageinc/angelabennett

From: Janice Traverso < JTraverso@ione-ca.com>
Sent: Wednesday, October 12, 2022 10:22 AM
To: Angela Bennett [angela@gsmloans.com](mailto:angela@gsmloans.com); Angela Avila [flygirl@volcano.net](mailto:flygirl@volcano.net)
Subject: Park \& Recreation Terms
Angela and Angie: Your term on the Park \& Recreation Commission expired the end of September. Please let me know if you both wish to continue for another 2 year term. I plan to put it on the October $18^{\text {th }}$ City Council Meeting Agenda. Thanks.

## Agenda Item

DATE: October 18, 2022
TO: Mayor Epperson and City Council
FROM: Michael Rock, City Manager John Alfred, Police Chief

SUBJECT: Authorize the City Manager to execute an Agreement with CivicPlus, LLC, for website services for an amount not to exceed $\$ 25000$.

## RECOMMENDED ACTION:

Authorize the City Manager to execute an Agreement with CivicPlus, LLC, to provide website services to the City of lone.

## FISCAL IMPACT:

The cost associated with the first year of this agreement is included in the Fiscal Year 2022-2023 Budget.

## BACKGROUND:

On June $7^{\text {th }}, 2022$, the City Council approved the release of an RFP for the design, implementation, and ongoing maintenance of a new City website. This was done in response to the current city website being outdated and not operating correctly. The RFP was released on July $8^{\text {th }}, 2022$, and closed on August $8^{\text {th. }}$ 2022. We received a total of 9 responses to the RFP. A staff panel was convened and reviewed the nine proposals completed on August $15^{\text {th }}$ and $16^{\text {th }}$ 2022. Out of the nine proposals, the top 3 were welcomed back for a formal presentation to staff with a question and answer session afterward. The presentations were conducted on October $4^{\text {th }}$ and $5^{\text {th, }} 2022$.

The primary objectives for pursuing the RFP and selecting the qualified company were to:

- Deploy a new website for the City of lone
- Create ways to engage with the public on the website
- Integrate and make meetings and agendas more accessible to the public
- Give City staff insight into analytics on the website to better serve our community
- Make updating the website simple and seamless for staff to improve productivity within the City

CivicPlus met all of the requirements of this RFP. The Proposal, scope of work, master service agreement, and professional service agreement are attached to this staff report.

## ATTACHMENTS:

Professional Service Agreement
Website Statement of Work (Exhibit A)
Meetings/Agenda Statement of Work (Exhibit B)
CivicPlus Master Service Agreement (Exhibit C)
RFP Response for Website (Exhibit D)
RFP Response for Meetings/Agendas (Exhibit E)

# STANDARD FORM PERSONAL SERVICES CONTRACT BETWEEN THE CITY OF IONE AND CIVICPLUS, LLC 

## THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this

$\qquad$ day of $\qquad$ 2022, by and between the CITY OF IONE, a political subdivision of the State of California ("City"), and CivicPlus, LLC, a Limited Liability Company ("Consultant").

## RECITALS

WHEREAS, City desires to retain a person or firm to provide the following services:
Website Development Services; and
WHEREAS, Consultant warrants that it is qualified and agreeable to render the aforesaid services.

## AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by City, the parties agree to the following:
I. SCOPE OF SERVICES: Consultant agrees to provide all of the services described in the CivicPlus Statements of Work ("SOW"), Exhibit A and Exhibit B, each attached and incorporated herein by reference.
II. ADDITIONAL SERVICES: The City may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Consultant agrees to perform said services upon mutual written Agreement between the Parties at an additional cost where applicable. These additional services could include, but are not limited to, any of the following:
A. Serving as an expert witness for the City in any litigation or other proceedings involving the project or services.
B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
C. Projects outside the scope of work in Exhibit A and B (large projects not covered under services).
III. CITY FURNISHED SERVICES: The City agrees to:
A. Facilitate access to and make provisions for the Consultant to enter upon public and private lands as required to perform their work.
B. Make available to Consultant those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Consultant hereunder and as set forth in Exhibit A.
C. Make available all pertinent data and records for review.
IV. TERM OF CONTRACT: This Contract shall commence on the date of signing this Agreement, and unless terminated earlier pursuant to any of this contract's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). Thereafter, this contract will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section XIX.
V. CONTRACT PERFORMANCE TIME: This section intentionally omitted.
VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit A and B. Said fees shall remain in effect for the entire term of this Contract, subject to the annual uplifts set forth in each Exhibit.
VII. MAXIMUM COST TO CITY: Notwithstanding any other provision of this Contract, in no event will the cost to City for the first year of services to be provided herein exceed the maximum sum of $\$ 25,000$, including direct non-salary expenses.
VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after the date an invoice is sent covering the service(s).

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Consultant shall not be paid unless Consultant has received written authorization from City for the additional services prior to incurring the costs associated therewith.

Invoices or applications for payment to the City shall be sufficiently detailed and shall contain full documentation of all services provided. No expense will be reimbursed without adequate documentation.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the City for funding payment to Consultant.
IX. INSURANCE: Consultant 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 and the results of that work by the Consultant, his agents, representatives, employees, or sub-Consultants.

## Minimum Scope and Limit of Insurance

A. The Consultant shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 0001 ) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal \& advertising injury, with limits in the amount of $\$ 1,000,000$, and a general aggregate limit of $\$ 2,000,000$.

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

## City of lone

 lone, CAX. WORKER'S COMPENSATION: The Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least $\$ 1,000,000$ per accident for bodily injury or disease (or, in the alternative, a signed City Workers' Compensation Exemption form) shall be provided to City prior to commencement of work.
XI. INDEMNIFICATION: Consultant agrees to indemnify, defend at its own expense, and hold City harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, brought by a third party and arising from any and all acts or
omissions to act of Consultant or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses,
damages, or expenses arising from City's negligence or willful misconduct.
XII. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract and the services to be provided hereunder, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the City during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the Consultant and may not be subcontracted, transferred or assigned without the express prior written consent of the City. 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.
XV. LICENSING AND PERMITS: The Consultant shall maintain the appropriate licenses throughout the life of this Contract. Consultant shall also obtain any and all permits which might be required by the work to be performed herein.
XVI. BOOKS OF RECORD AND AUDIT PROVISION: Consultant shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Consultant shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)).

Consultant will permit City to audit, for bookkeeping purposes, all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Consultant who participated in this contract in any way. Any such audit may be conducted on Consultant's premises or, at City's option, Consultant shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from City.

Consultant may promptly refund any moneys erroneously charged. If City ascertains that it has been billed erroneously by Consultant for an amount equaling $5 \%$ or more of the original bid, Consultant shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.
XVII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open
to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.
XVIII. PROPERTY: It is understood that any and all documents, information, computer media, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Consultant, shall be the sole property of the City. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, and upon completion of any outstanding payment, Consultant shall promptly turn over all information, writing, computer media, and documents to City without exception or reservation. Consultant shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide City with said disk.

## XIX. TERMINATION:

A. Either party hereto may terminate this Contract for any reason by giving sixty (60) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
B. If the Consultant fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the City may terminate this Contract by giving thirty calendar days advance written notice to Consultant and Consultant does not cure the defect within thirty day period.
C. The Consultant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Consultant has no control.
D. In the event of termination, the Consultant shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent Consultant and not as officers, employees or agents of the City.
XXI. AMENDMENT: This Contract may be amended or modified only by a written instrument signed by both parties.
XXII. ASSIGNMENT OF PERSONNEL: The Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with
substantially equal or better qualifications and experience are provided, acceptable to City, as evidenced in writing.
XXIII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
XXIV. SEVERABILITY: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
XXV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Amador County, California.
XXVI. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
XXVII. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract, in the event of any inconsistency between the exhibits, the following order shall control precedence:

| Exhibit Designation | Exhibit Title |
| :--- | :--- |
| Exhibit A | Services to be provided by Consultant (Website) |
| Exhibit B | Services to be provided by Consultant (Meetings) |
| Exhibit C | Consultant Master Services Agreement |
| Exhibit D | Proposal by Consultant (Website) |
| Exhibit E | Proposal by Consultant (Meetings) |

For the sake of clarity, the terms of the main body of this Contract shall control over the terms of any exhibit.
XXVIII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Consultant shall comply with any Page | 6
and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. Consultant shall comply with the Health Insurance Portability and Accountability Act.
XXX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all reasonable attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to City:

## CITY OF IONE

P.O. BOX 398

IONE, CA 95640
If to Consultant:
CivicPlus, LLC
302 South $4^{\text {th }}$ St.
Suite 500
Manhattan, KS 66502
[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

## CITY OF IONE:

By:
Michael Rock
City Manager
Date: $\qquad$

## CONSULTANT:

By:
CivicPlus, LLC
Date: $\qquad$

Approved as to form:
By:
Carolyn Walker
City Attorney

CivicPlus
302 South 4th St. Suite 500
Quote \#:
Q-30160-1
Manhattan, KS 66502
US

Client:
Bill To:
IONE, CALIFORNIA
IONE, CALIFORNIA

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
| :---: | :---: | :---: | :---: | :---: |
| Jordan Cairns | x | cairns@civicplus.com |  | Net 30 |


| QTY | PRODUCT NAME | DESCRIPTION | PRODUCT <br> TYPE |
| :--- | :--- | :--- | :--- |
| 1.00 | Ultimate Web Open Subscription | Ultimate Design, 150 pages migration, 3yrs meetings <br> migration, free virtual training sessions | Renewable |
| 1.00 | Ultimate Implementation | Ultimate Implementation | One-time |


| List Priee- Year 1 Tetal | USD 4,700.00 |
| :---: | :---: |
| Total Investment - Year 1 | USD 3,760.00 |
| Annual Recurring Services - Year 2 | USD 3,760.00 |

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement ("MSA"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("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 will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing of this SOW.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a $5 \%$ annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
V. PD 06.01.2015-0048

Page 1 of 4
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

Signature Page to Follow.

## 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 found at: https://www.civicplus.com/master-services-agreement.

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

| Client | CivicPlus |
| :--- | :--- |
| By: |  |
| Name: |  |
| Bitle: |  |
| Name: |  |
|  |  |

## Contact Information

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

| Organization URL |  |  |
| :---: | :---: | :---: |
| Street Address |  |  |
| Address 2 |  |  |
| City State | Postal Code |  |
| 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 |  |  |
| Emergency Contact \& Mobile Phone |  |  |
| Emergency Contact \& Mobile Phone |  |  |
| Billing Contact | E-Mail |  |
| Phone Ext. | Fax |  |
| Billing Address |  |  |
| Address 2 |  |  |
| City State | Postal Code |  |
| Tax ID \# | 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 NI | ] |
| Please list all external sources: |  |  |
| Contract Contact | Email |  |
| Phone Ext. | Fax |  |
| Project Contact | Email |  |
| Phone Ext. | Fax |  |

CivicPlus
302 South 4th St. Suite 500
Quote \#:
Q-30161-1
Manhattan, KS 66502
Date:
10/7/2022 3:00 PM
Expires On:
12/30/2022

Client:
Bill To:
IONE, CALIFORNIA
IONE, CALIFORNIA

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
| :---: | :---: | :---: | :---: | :---: |
| Jordan Cairns | x | cairns@civicplus.com |  | Net 30 |


| QTY | PRODUCT NAME | DESCRIPTION | PRODUCT <br> TYPE |
| :--- | :--- | :--- | :--- |
| 1.00 | Municode Meetings Ultimate <br> Annual | Municode Meetings Ultimate Annual | Renewable |
| 1.00 | Municode Meetings Ultimate - <br> One-Time Build Cost | Up to 5 Boards, Up to 8 Hours of Virtual Training | One-time |


| List Priee - Year 1 Total | USD 5,200.00 |
| :---: | :---: |
| Total Investment - Year 1 | USD 4,160.00 |
| Annual Recurring Services - Year 2 |  |
| Total Days of Quote:365 | USD 4,160.00 |

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("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 will automatically renew for an additional 1 -year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a $5 \%$ annual increase beginning in year 3 of service.
5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
6. The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.
7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.
8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client's use of the services in the intended course of business as Go Live. "Go-Live" is defined as the Client's use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

## 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 found at: https://www.civicplus.com/master-services-agreement.

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

| Client | CivicPlus |
| :--- | :--- |
| By: | By: |
| Name: |  |
| Name: |  |
| Title: |  |
| Date: | Title: |

## Contact Information

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


## 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 referredto 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 as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, 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 $\S 11$ 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. 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 agreesto reimburse CivicPlus for such fees, not to exceed $\$ 1,000$ per CivicPlus employee. CivicPlus shall notify Client prior to incurringsuch 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 aretrademarks 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 $\S 10$, 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. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

## 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; (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.
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. 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) 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 engineersserve 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 receivetutorials 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) 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 tollfree 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-emergencysupport. 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 and logo 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 logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this $\S 28$. 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. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

## CP CIVICPLUS



# Redesign, Development, Hosting and Ongoing Maintenance 

Quote for The City of Ione, California

Jordan Cairns

Manhattan, Kansas HQ 785-370-7764

Email: cairns@civicplus.com

## CP CIVICPLUS

## Letter of Interest

7/27/2022
City of lone, CA

## Dear Evaluation Committee:

Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus ${ }^{\oplus}$, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personalized, frictionless, and singular.

With a CivicPlus website, you won't simply receive a communication platform-you will also obtain the tools to build a trusted and long-term relationship with its residents. By partnering with CivicPlus, you'll receive:

- A responsive design that is available to your residents from anywhere on any device
- A comprehensive suite of features and tools tailored to the functionality you need most
- The hands-on migration of existing content by our team of experts
- 24/7/365 emergency support with secure hosting and maintenance

In addition, if you choose to integrate your website with our agenda and meeting management and codification solutions, you will realize even greater efficiency. Mark ordinance agenda items as approved and automatically schedule them for supplementation and publishing to your online code of ordinances and your website. These integrations can include unified search and cross-links across each platform.

We have worked with cities, towns, villages, counties, and other local government agencies for decades. As a result of our continued collaboration with customers, we have designed an intuitive website solution that is tailored to satisfy the needs of your municipality.

We thank you for your review of this proposal and look forward to working together to create positive civic experiences in your community.

Sincerely,

Bob Geiger, CivicPHus Vice President, Sales

## CP CIVICPLUS

## Contents

Integrated Product Discount

Payment Schedule and Product Details Selection

## CP CIVICPLUS

## Company Profile <br> Powering and Empowering Local Governments

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations. We are proud to have earned the trust of our over 7,300 local government customers and their 100,000+ administrative users.

In addition, 340 million citizens in North America are connected with their local government via our solutions and services.

Knowing that our tools help so many individuals find local information, apply for jobs, stay informed during times of disaster, request civic services, and be active in their communities pushes us to continually evolve our solutions as the needs of local governments evolve.


Local government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. With it, municipalities increase revenue and operate more efficiently while fostering trust among Customers.

## CPIVICPLUS

## Standard｜Premium Designs

Our standard designs come as part of our base price．They are ideal for communities that want a professional，mobile－friendly design without the added expense of custom graphic design work．Choose from one of our standard layouts and customize the color palette and background photos．


```
is Same features and systems
as custom design.
is Customize your:
    放 Logo
    放 Header bar color
    is Menus
    %Quick links
    论Button colors
    放 Footer bar color
```


## Del Rey Oaks California

DelReyOaks．org
Population：1，624
Kim Carvalho，Assistant to the City
Manager／Deputy City Clerk
（831）394－8511 Ext． 110
kcarvalho＠delrevoaks．ore


## Mount Carmel Illinois

CityOfMtCarmel．com
Population：7，284
Mike Gidcumb，City Inspector
618－262－4822
mgidcumb＠cityofmtcarmel．com


## St．Leo Florida

TownOfStLeo．org
Population：1，340
Andrea Calvert，Town Clerk
352－588－2622
townclerk＠townofstleo．org


## CPIVICPLUS

## Custom | Ultimate Designs

We offer robust custom design capabilities for communities that want more flexibility and custom configuration with their website to align its visual aesthetic with their community's unique brand.

## Royal Palm Beach Florida

RovalPalmBeach.com
Population: 34,140
Marina Quintero, IS Manager
561-791-7078
mquintero@rovalpalmbeach.com


## Addison Texas

AddisonTexas.net
Population: 13,056
Mary Rosenbleeth, Director of Public
Communications, 972-450-7032
mrosenbleeth@addisontx.gov

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## Kenai Alaska

Kenai.city
Population: 7,100
Jamie Heinz, City Clerk
(907) 283-8246, (907) 283-8231
jheinz@kenai.city 3CMA Award Winner

## Ketchum Idaho

Ketchumidaho.org
Population: 2,689
Jake Losinski, Senior Management
Analyst (208) 727-5081
jlosinski@ketchumidaho.org


Corvallis Oregon
CorvallisOregon.gov
Population: 55,298
Patrick Rollens, Public Information
Officer 541-766-6368
patrick.rollens@corvallisoregon.gov NAGW Award Winner


## ep CIVICPLUS

## Corinth Texas

CityOfCorinth.com
Population: 19,935
Lee Ann Bunselmeyer, City Manager
(940)498-3241 LeeAnn.Bunselmeyer@cityofcorinth.com

## Leavenworth Kansas

LeavenworthKS.org
Population: 35,251
Melissa Bower, Public Information
Officer 913-680-2610
melissab@firstcity.org


## Wilsonville Oregon

Cl.Wilsonville.OR.US

Population: 19,509
Beth Wolf, Systems Analyst
503-570-1513
wolf@ci.wilsonville.or.us


## Rexburg Idaho

Rexburg.org/
Population: 25,484
Daniel Torres, Assistant Economic Developer
208-372-2333
daniel.torres@rexburg.org

## Brookhaven Georgia

BrookhavenGA.gov
Population: 52,444
Ann Marie Quill, Communications Manager 404-637-0508
annmarie.quill@brookhavenga.gov


## E CIVICPLUS

## Specialty Subsite Graphic Designs

We also offer the option of having graphic designs for subsites that require specialized branding. These specialty subsites leverage your content management system and database, enabling the same functionality as your primary website with a unique look and feel.


Why Addison?


Police and Fire
QuincyPD.org
AddisonTexas.net/Police


## Golf Courses

MeadowLakesGC.com
CottageGrove.org/Golf


Parks and Recreation
CPRDNewberg.org
WilsonvilleParksAndRec.com/parksrec


Libraries
WoodstockPublicLibrary.org
HendersonCountyNC.gov/Library


Event / Cultural Centers
AddisonTexas.net/ACTC


Tourism
GoFruita.com


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## CP CIVICPLUS

## Website Content Management System Features and Options

Our website design solution is designed for local governments by experts in local government. It utilizes Drupal, an open-source platform that powers millions of websites and is supported by an active, diverse, global community.

```
Key Project Deliverables
```

```
\checkmark ~ W e b s i t e ~ D e s i g n ~
\checkmark ~ C o n t e n t ~ M i g r a t i o n ~
```

    Feature
    Custom | Ultimate Design
    Standard \| Premium Design
    Responsive Mobile Friendly Design
    Simple Page Editor
    Best-In-Class Search Engine
    Social Media Integration
    Web Page Categories
    Build a page once, display in multiple places
    Department Micro-Sites
    Site-within-a-site
    Rotating Banners and Headline Articles
    Rotating Banners and Headline Articles