

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2026, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CIVICPLUS, LLC, a Kansas limited liability company qualified to do business in California (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with the Scope of Services attached, as Exhibit A and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for hosting, design and support of the City's websites, Process Automation online form builder and Social Media Archiving (hereinafter "Project") as set forth in the Scope of Services attached as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time for Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a fully executed Agreement or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change to primary contacts.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. Contractor reserves the right to outsource to external service providers operational tasks that require minimal decision-making or creative input. These tasks may include, but are not limited to: Copying text, images, or multimedia elements from a source website; Formatting and pasting the content into designated sections on the target website; Ensuring basic layout consistency and adherence to predefined templates or guidelines. Contractor uses vetted external providers or automation for such tasks, and each service provider adheres to Contractor's privacy and security policies.

**Section 2.6 Term**

The term of this Agreement commences on February 14, 2026 and terminates upon the completion of the Scope of Services or on February 13, 2029, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

At its option, CITY may extend the terms of this Agreement for an additional **two (2)** year extension; provided, CITY gives CONTRACTOR no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event CITY

exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) year(s).

### **ARTICLE 3 COMPENSATION**

#### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit A/B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on an annual basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

#### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance and in writing, by CITY.

#### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying

such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

#### **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

##### **Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractor on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

##### **Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

##### **Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against and third party claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall reimburse City for the reasonable, non-duplicative costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein. **Section 4.4 No**

**Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY, which shall not be unreasonably withheld. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910  
Attn:

To CONTRACTOR: CivicPlus, LLC  
302 S 4<sup>th</sup> St, Suite 500  
Manhattan, KS 66502

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

Either Party may terminate this Agreement, with or without cause, by giving the other Party at least sixty (60) days advance written notice.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

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.

**Section 4.19 Ownership of Documents**

Upon execution of this Agreement, City will own any website graphic designs, Services content, module content, importable/exportable data, and archived information created by Contractor on behalf of City pursuant to this Agreement ("City Content"). "City Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which City provides to Contractor for processing, transmission, storage, or inputs into any website, software or module in connection with any Scope of Services. City Content excludes any content in the public domain and any content owned or licensed by Contractor, whether in connection with providing Services or otherwise.

Upon completion of the Project Development, City will take over the management and control of the Services and City will assume full responsibility for City Content maintenance and administration. City, not Contractor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. City hereby grants Contractor a worldwide, non-exclusive right and license to reproduce, distribute and display the City Content as necessary to provide the Scope of Services on behalf of the City. City represents and warrants that City owns all City Content or that City has permission from the rightful owner to use each of the elements of City Content and that City has all rights necessary for Contractor to use the City Content in connection with providing the Scope of Services. City agrees that Contractor shall not be responsible or liable for the content of messages created by City or by City's Users or end-users who

access Service. Notwithstanding the foregoing, Contractor and City each retains the right, but not the obligation, to remove any City Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

At any time during the term of the applicable Scope of Services, City will have the ability to download the City Content and export the data that is processed through the Services ("City Data"). City may request Contractor to perform the export of City Data and provide the City Data to City in a commonly used format, at any time, for a fee to be quoted at time of request and approved by City. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer 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, Customer will not have access to the Services.

Intellectual Property in the software or other original works created by or licensed to Contractor, including all software source code, documents, and materials used in performing the Services ("Contractor Property") will remain the property of Contractor. Contractor Property specifically excludes City Content. City shall not:

- a. license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Contractor Property in any way, except as specifically provided in the applicable Scope of Services;
- b. adapt, alter, modify, or make derivative works based upon any Contractor Property;
- c. create internet "links" to the Contractor Property software or "frame" or "mirror" any Contractor Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than City, to use the Services;
- d. reverse engineer, decompile, disassemble, or otherwise attempt to obtain the

- software source code to all or any portion of the Services;
- e. make any attempt to gain unauthorized access to the Services and/or any of Contractor' systems or networks; or
  - f. access any Contractor Property in order to:
    - i. build a competitive product or service,
    - ii. build a product using similar ideas, features, functions or graphics of any Contractor Property, or
    - iii. copy any ideas, features, functions or graphics of any Contractor Property.

The Contractor name, the Contractor logo, and the product and module names associated with any Contractor Property are trademarks of Contractor, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

Provided City complies with the terms and conditions herein, the relevant Scope of Services, and license restrictions set forth in Section 4.19, Contractor hereby grants City a limited, nontransferable, nonexclusive, non-assignable license to access and use the Contractor Property associated with any valid and effective Scope of Services, for the term of the respective Scope of Services. The license set forth herein, shall only apply to the extent that City is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of Contractor. City hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**Section 4.22 Counterparts and Electronic Signatures**

This Agreement and other documents to be delivered pursuant to this Agreement

may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that

the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

ATTEST:

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

\_\_\_\_\_  
AARON BUSCH  
Interim City Manager

APPROVED AS TO FORM:

CIVICPLUS, LLC, a Kansas limited liability  
Company qualified to do business in  
California

By: \_\_\_\_\_  
JOHN M. LUEBBERKE  
Interim City Attorney

By: \_\_\_\_\_  
Name: Amy Vikander  
Title: Senior VP of Customer Success

**Attachments:**

**Exhibit A/B – Scope of Services & Fee Proposal**

**Exhibit C – Insurance Requirements**

**Exhibit \_\_\_\_\_ – Federal Transit Funding Conditions (if applicable)**

**Funding Source:** \_\_\_\_\_  
**(Business Unit & Account No.)**

Doc ID:

CA: Rev.01.2026-LT (CA Formatted)

# EXHIBIT A/B

NTE \$176,268.11



## CivicPlus

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

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-110344-1  
4/28/2026 2:38 PM  
12/22/2025

**Client:**  
City of Lodi, CA

**Bill To:**  
LODI CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Brown		maggie.brown@civicplus.com		Net 30

### Websites

QTY	PRODUCT NAME	DESCRIPTION
5.00	Additional Notify Me SMS Subscribers (500) - Municipal Websites Central	Additional SMS Subscribers (Block of 500) Annual Fee.
1.00	CivicMedia	CivicMedia Standard Annual Fee Renewal - includes live streaming + 10GB storage
1.00	CivicPlus GCMS All-Inclusive	Website Annual Fees for Hosting and Support.
1.00	CivicSend Annual - Websites Central	CivicSend Annual
1.00	LDAP Annual Fee	LDAP Annual Fee
1.00	SSL Certificate Annual Fee	Annual Fee Renewal for SSL Certificate: <a href="https://www.loidi.gov">https://www.loidi.gov</a>
1.00	Sub-Site Annual Fee - Municipal Websites Central	Subsite Annual Fee Renewal for Website Hosting & Support: Intranet
1.00	Custom Mobile App Annual Fee	Custom Mobile App Annual Fee
1.00	48 Month Redesign Ultimate Annual - Websites Central	48 Month Redesign Ultimate Annual - Municipal Websites Central

### PADS

QTY	PRODUCT NAME	DESCRIPTION
1.00	Forms & Apps Renewal	Forms & Apps

QTY	PRODUCT NAME	DESCRIPTION
1.00	Data Manager Module Renewal	Data Manager Module
1.00	OB Connectors, PA Renewal	OB Connectors, PA
1.00	Workflow & Approvals Module Renewal	Workflow & Approvals Module
1.00	Annual Professional Services - 5 Hours Renewal	Annual Professional Services - 5 Hours

SMA

QTY	PRODUCT NAME	DESCRIPTION
1.00	Social Media Archiving - Standard	Social Media Archiving Standard

Initial Term	2/14/2026 - 2/13/2029, Renewal Term 2/14 each calendar year
Initial Term Invoice Schedule	Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term.

	Annual Subscription	One Time Fees	Annual Total
Year One	USD 46,386.75	USD 0.00	USD 46,386.75
Year Two	USD 48,706.10		USD 48,706.10
Year Three	USD 51,141.41		USD 51,141.41
<b>Subtotal</b>			USD 146,234.26
<b>Annual Recurring Services Starting Year 4</b>			USD 53,698.48
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date		
Annual Uplift	5% to be applied in year 2		

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.



**CivicPlus**

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

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-106053-1  
4/29/2026 9:46 AM  
5/29/2026

**Client:**  
City of Lodi, CA

**Bill To:**  
LODI CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jake Andrade	(858) 762-3733	jake.andrade@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: URL	USD 158.00
1.00	Sub-Site Ultimate Implementation - Websites Central	Ultimate Implementation - Municipal Websites Central	USD 10,108.80

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Sub-Site Annual Fee - Municipal Websites Central	Sub-site Annual Fee - Municipal Websites Central: 'Department Name'	USD 2,937.00
1.00	Hosting & Security Annual Fee - Websites Central	Hosting & Security Annual Fee - Municipal Websites Central	USD 1,188.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL	USD 89.00
1.00	DNS Hosting for .GOV Annual Fee	DNS Hosting for .GOV Annual Fee: URL	USD 75.00

Initial Term	Beginning at signing and ending 2/13/2029, Renewal Term 2/14 each calendar year		
Initial Term Invoice Schedule	Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term.		
	<b>Annual Subscription</b>	<b>One Time Fees</b>	<b>Annual Total</b>
<b>Year One</b>	USD 3,428.27	USD 10,266.80	USD 13,695.07
<b>Year Two</b>	USD 4,503.45		USD 4,503.45
<b>Year Three</b>	USD 4,728.62		USD 4,728.62
	<b>Subtotal</b>		USD 22,927.14
	<b>Annual Recurring Services Starting Year 4</b>		USD 4,965.05
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date		
Annual Uplift	5% to be applied in year 2		

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

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Total Investment – Initial Term to be prorated based on signature date.



**CivicPlus**

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

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
 Q-103350-1  
 4/29/2026 9:44 AM  
 5/29/2026

**Client:**  
 City of Lodi, CA

**Bill To:**  
 LODI CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jake Andrade	(858) 762-3733	jake.andrade@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Website: Platform IdP Integration Implementation Fee	Platform IdP Integration Implementation Fee	USD 1,575.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Website: Platform IdP Integration Annual Fee	Platform IdP Integration Annual Fee	USD 1,874.00

Initial Term	Beginning at signing and ending 2/13/2029, Renewal Term 2/14 each calendar year
Initial Term Invoice Schedule	Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term.

	Annual Subscription	One Time Fees	Annual Total
Year One	USD 1,497.92	USD 1,575.00	USD 3,072.92
Year Two	USD 1,967.70		USD 1,967.70
Year Three	USD 2,066.09		USD 2,066.09
<b>Subtotal</b>			<b>USD 7,106.71</b>

<b>Annual Recurring Services Starting Year 4</b>		USD 2,169.39
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift	5% to be applied in year 2	

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Total Investment – Initial Term to be prorated based on signature date.



# EXHIBIT C

**NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically**

## Insurance Requirements for IT Professional Services

Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Technology Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant's profession, with limits not less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

### **Other Insurance Provisions:**

- (a) **Additional Named Insured Status**  
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance
- (b) **Primary and Non-Contributory Insurance Endorsement**  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) **Waiver of Subrogation** Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

**NOTE:** (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) **Severability of Interest Clause**

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (f) Continuity of Coverage  
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply  
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage  
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions  
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits  
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors  
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies  
If any of the required policies provide coverage on a claims-made basis:  
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.  
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.  
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)  
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.