

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.21
(ID # 30243)**

MEETING DATE:
Tuesday, May 12, 2026

FROM : RIVERSIDE COUNTY INFORMATION TECHNOLOGY

SUBJECT: RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve and execute DocAccess Software as a Service (SaaS) Agreement with CivicPlus, LLC. to provide DocAccess Accessible Document Services upon fully executed Agreement through July 30, 2028, for a total aggregate amount not to exceed \$198,575, without seeking competitive bids, All Districts. [Total Aggregate Cost - \$198,575; Additional compensation not to exceed \$19,857 for future unforeseen requirements, RCIT Budget-100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve DocAccess Software as a Service (SaaS) Agreement with CivicPlus, LLC. to provide DocAccess Accessible Document Services upon fully executed Agreement through July 30, 2028, for a total aggregate amount not to exceed \$198,575, without seeking competitive bids; authorize the Chair of the Board to execute three (3) copies of the same on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: a) sign amendments that stay within the intent of the Agreement and b) sign amendments to the compensation provisions that do not exceed the total aggregate of \$19,857 for future unforeseen requirements for the term of the Agreement;

Continued on Page 2

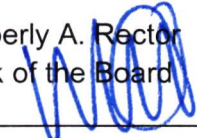
ACTION: Policy


Gustavo Vazquez 4/1/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 12, 2026
xc: RCIT

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Direct the Purchasing Agent to issue Purchase Orders for the required services that do not exceed the BOS total approved amount for the term of the Agreement; and
4. Direct the Clerk of the Board to retain one (1) copy of the original Agreement on file and return two (2) copies of the Agreement to Riverside County Information Technology (RCIT) for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 72,209	\$ 198,575	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RCIT Budget-100%			Budget Adjustment:	No
			For Fiscal Year: 25/26-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is for approval to purchase the DocAccess software solution. DocAccess will enable RCIT to automate the conversion of public-facing documents to ensure compliance with the Americans with Disabilities Act (ADA) Title II. This automation will significantly reduce the time currently required for document remediation by shifting staff efforts from manual processing to reviewing and validating automated results.

Approval of this purchase will help ensure that Riverside County’s public facing documents remain accessible and compliant with federal and state accessibility requirements, including Section 508 of the Rehabilitation Act and the Americans with Disabilities Act.

Additional Fiscal Information

Dates of Service	Amount
3/27/26 - 7/30/26	\$ 0
7/31/26 - 7/30/27	\$ 72,209
7/31/27 - 7/30/28	\$ 126,366
Total	\$ 198,575
Additional compensation for future unforeseen requirements	\$ 19,857

Contract History and Price Reasonableness

DocAccess is proprietary software that is exclusively owned by CivicPlus, LLC., and is the only supplier authorized to sell DocAccess. County of Riverside Purchasing approved Sole Source Justification (SSJ) #26-126 on April 8, 2026, for RCIT DocAccess Accessible Document

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Services for 2 years. This 2-year agreement includes a complimentary service/no cost from contract signing through July 30, 2026. Year 1 has a 40% discount applied to the standard \$120,349 yearly pricing rate, for a total cost of \$72,209. Year 2 has the standard cost of \$120,349 with the 5% uplift applied, for a total cost of \$126,366. This yearly pricing of \$120,349 is the standard yearly price that is based on population size. Other large Counties, similar in size to Riverside County have received quotes at similar or higher price points depending on their population.

ATTACHMENTS:

- A. DocAccess Software as a Service ITARC-91596-001-06/29
- B. Sole Source Justification (SSJ) #26-126 DocAccess


Melissa Curtis, Deputy Director of Purchasing and Fleet 4/24/2026


Alonzo Barrera, Principal Management Analyst 4/29/2026


Sarah Franco, Assistant County Executive Officer 4/29/2026


Aaron Gettis, Chief Deputy County Counsel 4/28/2026

DOCACCESS SOFTWARE AS A SERVICE (SaaS)

between

COUNTY OF RIVERSIDE

and

CIVICPLUS, LLC



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This Agreement made and entered into by and between CivicPlus, LLC, a Kansas limited liability company, (herein referred to as "CONTRACTOR" or "CivicPlus"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of Riverside County Information Technology (herein referred to as "COUNTY" or "Client"). COUNTY and CONTRACTOR are collectively referred to herein as the "Parties", and individually as the "Party". The Parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions.

1.2 COUNTY agrees to those conditions in Exhibit C, Software License Agreement, that do not conflict with the terms of this Agreement. In the event of any conflict between the conditions in Exhibit C and the terms of this Agreement, the terms of this Agreement shall govern and control.

1.3 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the reasonable standards of firms/professionals in the same discipline in the State of California.

1.4 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products for COUNTY outside of the Agreement unless as otherwise agreed to in writing between both Parties.

1.5 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both Parties and continues in effect through **July 30, 2027**, with an additional one year term, to July 30, 2028, automatically initiated unless either party notices the other of the termination at least 60 days prior to the renewal date of July 30, 2028 and unless terminated earlier pursuant to Section 5 below.

2.2 CONTRACTOR shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed One Hundred Ninety-Eight Thousand Five Hundred Seventy-five dollars (\$198,575.00) as shown in Exhibit B, including all expenses. **Any costs or fees beyond those listed in Exhibit B must be approved in advance by the COUNTY in writing.** The COUNTY is not responsible for any **unauthorized** fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement unless additional services are purchased by the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. Frequency of increase amount(s) shall not exceed more than one (1) request within each annual term of the Agreement. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement.

3.3 A Purchase Order (PO) will be issued by an authorized buyer of the COUNTY for the service requested and/or goods ordering as it pertains to this Agreement. The PO will include, at minimum, line-item description, quantity, price, unit of measure, total purchase request, applicable taxes, Agreement reference as well as appropriate department information for scheduling and/or delivery.

3.4 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice thirty (30) days from the date of the invoice or date of receipt of invoice, whichever is later. For this Agreement, send original invoices to:

Email: RCIT-AcctsPayable@rivco.org

or Mail: Riverside County Information Technology

Attn: RCIT Accounts Payable

3450 14th Street, 4th Floor

Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (**ITARC-91596-001-06/29**); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered as stated in Exhibit B.

3.5 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.1 July 300. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his/her designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement on behalf of the COUNTY, unless otherwise directed by the COUNTY Board of Supervisors. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, the COUNTY Purchasing Agent may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of this Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause by giving the CONTRACTOR thirty (30) days' written notice prior to the end of the current term.

5.2 CONTRACTOR may terminate this Agreement if the COUNTY materially breaches any provision of this Agreement and does not substantially cure the breach within 30 days after receiving notice of such breach.

5.3 COUNTY may, upon thirty (30) days advance written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement

or fails to make progress that may endanger performance and does not cure such failure within the 30 day period. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

- 5.4** After receipt **or service** of the notice of termination, CONTRACTOR shall:
- (a) Continue with the work in good faith until the date specified in the notice of termination and then stop all work under the Agreement; and
 - (b) Transfer to COUNTY any Client Content as requested and deliver in the manner as directed by COUNTY.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. CONTRACTOR to reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.9 Automatic one-year renewal term, unless 60 days' notice provided prior to renewal date.

6. Ownership/Use of Contract Materials and Products

This section intentionally omitted.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest (**i.e. benefit or advantage**), including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or

indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship materials, supplies and equipment) shall be subject to inspection by the County and any other regulatory agency that has jurisdiction over the services and equipment provided by the Contractor, at any time..

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all Covered Individuals, for the period prescribed by the law. “Covered Individuals” are CONTRACTOR’s employees performing work under this Agreement.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

10. Subcontract for Work or Services

10.1 No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for Parties named in the proposal and agreed to under this Agreement.

10.2 Notwithstanding the foregoing, CivicPlus 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. CivicPlus uses vetted external providers or automation for such tasks, and each service provider adheres to CivicPlus's privacy and security policies.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by a neutral third party mediator agreed to by both parties. The decision of the neutral third party shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to

imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall **equally** share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all applicable State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use by Other Political Entities

This section intentionally omitted.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by COUNTY, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least four years following termination of this Agreement and be available **in the event COUNTY is subject to an audit due to its source of funds.** CONTRACTOR shall

provide to the COUNTY, or any duly authorized Federal or State agency, reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 Neither Party shall use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY or CONTRACTOR information or data which is not subject to public disclosure; COUNTY or CONTRACTOR operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 Each Party shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The Parties shall promptly transmit to the other Party all third-party requests for disclosure of such information for the purposes of a party seeking an injunction to prevent a disclosure. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 Consultant shall have no obligation to preserve the confidential nature of any information which: (a) at the time of its receipt, was known to the Consultant free of any obligation to keep it confidential; (b) is or becomes publicly available by other than an unauthorized disclosure; (c) is developed by or on behalf of the Consultant independent of any Information furnished under this Agreement; (d) is received from a third party whose disclosure does not violate any confidentiality obligation; or, (e) is required to be disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and only after sufficient notice is given by the Consultant to the Town of any such requirement or request to permit the Town to seek an appropriate protective order or exemption from such requirement or request.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted **when email enters the recipient's mail server as recorded by the sender's system, or** two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Email: RCIT-ProcurementTeam@rivco.org

Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street, 4th Floor
Riverside, CA 92501

CONTRACTOR

Email: contracts@civicplus.com

CivicPlus, LLC
Attn: Contracts
302 South 4th Street, Suite 500
Manhattan, KS 66502

19. Force Majeure

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

This section intentionally omitted.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, authorized agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any third-party liability, based upon any services of CONTRACTOR, its officers, employees, agents or representatives (individually and collectively hereinafter referred to as Indemnitors) arising out of CONTRACTOR's negligent action or omission, willful misconduct, or violation of law during the performance of this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third-party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If

such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Cyber Liability: CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance for claims arising out of their services including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain for the duration of the contract Cyber Liability Insurance, 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 CONTRACTOR in this Agreement and shall include, but not 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.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as Additional Insureds.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) **or a non-admitted insurer with a higher financial size rating that indicates sufficient financial stability** as determined, in writing, by the

County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policy(ies) does(do) not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) The types of insurance and the monetary limits of liability required under this Agreement may be adjusted upon mutual consent and execution of an amendment by the parties.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with (a) program(s) of self-insurance acceptable to the COUNTY.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. Except to an affiliate upon written notice by CONTRACTOR to the COUNTY. Notwithstanding the foregoing, CivicPlus may assign and transfer all of its rights and obligations under this Agreement by a sale of a majority of its assets or merger, upon notice and consent of COUNTY. Such consent shall not be unreasonably withheld.

23.2 Any waiver by either Party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of either Party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing either Party from enforcement of the terms of this Agreement.

23.3 This section intentionally omitted.

23.4 This section intentionally omitted.

23.5 This section intentionally omitted.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation. Notwithstanding the foregoing, CONTRACTOR warrants that the products and services shall be compliant with the American Disabilities Act and other accessibility laws upon go-live and completion of implementation. CONTRACTOR shall not be responsible for violation of the aforementioned laws due to modifications or changes made by COUNTY.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, and/or any subsequent amendment(s), may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic or digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1-1633.17), for executing this Agreement. The Parties further agree that the electronic or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including governmental agencies. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by

the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties. This Agreement shall also be subject to the terms and conditions outlined in the CivicPlus Master Services Agreement attached herein as Exhibit C (the "CivicPlus Terms"). In the event of any conflict or inconsistency between the terms of this Agreement and the CivicPlus Software License Agreement Terms, attached hereto as Exhibit C, the terms of this Agreement shall take precedence.

{Signature page to follow}

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CIVICPLUS, LLC, a Kansas limited liability company

By: _____
Karen Spiegel
Chair of the Board of Supervisors

By: Amy Vikander
Amy Vikander (Apr 22, 2026 17:02:25 CDT)
Amy Vikander
Senior Vice President of Customer Success

Dated: _____

22/04/2026
Dated: _____

ATTEST:
Kimberly Rector
Clerk of the Board

By: Cole Cheever
Cole Cheever (Apr 23, 2026 11:52:17 CDT)
Cole Cheever
Senior Vice President of Operations

23/04/2026
Dated: _____

APPROVED AS TO FORM:
County Counsel
Minh C. Tran

By: Kristine Bell-Valdez
Kristine Bell-Valdez,
Supervising Deputy County Counsel

23/04/2026
Dated: _____

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CIVICPLUS, LLC, a Kansas limited liability company

By: Karen S. Spiegel
Karen Spiegel
Chair of the Board of Supervisors
Dated: MAY 12 2026

By: Amy Vikander
Amy Vikander (Apr 22, 2026 17:02:25 CDT)
Amy Vikander
Senior Vice President of Customer Success
Dated: 22/04/2026

ATTEST:
Kimberly Rector, Clerk of the Board
By: [Signature]
Deputy

By: Cole Cheever
Cole Cheever (Apr 23, 2026 11:52:17 CDT)
Cole Cheever
Senior Vice President of Operations
Dated: 23/04/2026

APPROVED AS TO FORM:
County Counsel
Minh C. Tran
By: [Signature]
Kristine Bell-Valdez,
Supervising Deputy County Counsel
Dated: 23/04/2026

EXHIBIT A **PRODUCT SPECIFICATIONS**

A.1 DocAccess Accessible Document Services Provided:

DocAccess is a subscription-based accessibility solution that includes:

- A.1.1** Automated document accessibility compliance
- A.1.2** Real-time translation to 250 languages
- A.1.3** AI-powered search and Q&A functionality
- A.1.4** 24/7 live visual interpretation services
- A.1.5** Compliance monitoring and reporting

A.2 What's Included:

- A.2.1** Unlimited documents for publicly available PDFs on auditorcontroller.org, building.rctlma.org, capriverside.org, ce.rctlma.org, countytreasurer.org, gis2.rivco.org, gis.rivco.org, growinghealthyminds.org, harivco.org, hope2home.rivcohws.org, media.rivcocob.org, planning.rctlma.org, purchasing.co.riverside.ca.us, realuc.org, rccfc.org, rcdas.org, rcflood.org, rcfva.com, rc-hr.com, rclawlibrary.org, rctlma.org, rivco4.org, rivcoawm.org, rivcocob.org, rivco-counsel.org, rivcoda.org, rivcodess.com, rivcodistrict1.org, rivcodistrict2.org, rivcodistrict5.org, rivcodpss.org, rivcoeh.org, rivcofm.org, rivcohhpws.org, rivco.org, rivcoparks.org, rivcopublicdefender.org, rivcoready.org, rivcotv.org, rivcoworkforce.org, riversidecountyca.iqm2.com, supervisorchuckwashington.com, trans.rctlma.org, and voteinfo.net
- A.2.2** Unlimited document views and downloads
- A.2.3** Automatic processing of new documents
- A.2.4** All accessibility features (translation, Q&A, live assistance)
- A.2.5** Compliance monitoring dashboard
- A.2.6** Regular accuracy reviews by experts
- A.2.7** No setup fees or hidden costs

A.3 Implementation Process:

- A.3.1** Quick Installation (15 minutes)
- A.3.2** Automatic Processing (24 hours)
- A.3.3** Go Live & Stay Compliant

EXHIBIT B
PAYMENT PROVISIONS

B1.1 CONTRACTOR certifies it has carefully examined and understands the full scope and all requirements, specifications, conditions as stated in this Agreement, including all related exhibits and fees.

B1.2 Payments shall be based strictly on these agreed upon payment provisions. Expenses not included in the fees below or mentioned elsewhere in this Agreement will not be reimbursed.

B1.3 CONTRACTOR shall be paid in accordance with the following for products listed in “Exhibit A: Product Specifications”. Any additional billing for products or services outside of those outlined in Exhibit A shall be proposed for County approval ahead of services being rendered.

B1.4 Billing Timeline and Amounts:

Fiscal Year	Contract Dates	Rate Breakdown	Amount
FY 25/26	Contract Execution – July 30, 2026	Complimentary Service	\$0
FY 26/27	July 31, 2026 – July 30, 2027	\$120,349 year (40% first year discount applied)	\$72,209
FY 27/28	July 31, 2027 – July 30, 2028	\$120,349 year + 5% uplift	\$126,366

EXHIBIT C
SOFTWARE LICENSE AGREEMENT



CivicPlus

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, 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 by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

- I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and
- II. WHEREAS, Customer 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, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall terminate on July 30, 2028, remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in the County of Riverside DocAccess Software as a Services (SaaS) Agreement or this Exhibit C (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or pursuant to the Riverside DocAccess Software as a Services (SaaS) Agreement. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be

entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

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

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("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 and consistent with section 3. Compensation of the Riverside DocAccess Software as a Services (SaaS) Agreement. 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 Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.
5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, or section 3 of the Riverside DocAccess Software as a Services (SaaS) Agreement, 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 Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.
6. During the performance of Project Development, if Customer requests 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, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer 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 Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer 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, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a

worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer 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.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. 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.
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 performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer 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 Customer, 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; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.
11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer 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 CivicPlus. Customer 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.
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. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer 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 Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.
14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer 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.
15. Intentionally omitted.

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 Customer.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer’s behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.
18. Customer agrees that it is solely responsible for the end-user’s personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer’s responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore 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 Customer or by any third party of any personal data. Customer has the 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. Customer 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.
19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer (“User”) activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); attached hereto (b) be solely responsible for Customer 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 Customer 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; (e) use commercially

reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any User's password or username and/or personal information; and (f) 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 Customer has selected to integrate any of its Services with.
22. Customer understands that CivicPlus must fastidiously allocate resources across off all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon the Parties. Any professional services that have not been used or rescheduled shall be marked as 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](#), attached hereto. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer 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 specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.
24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer 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 Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer 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 Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with 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 with 99.9% uptime. Customer 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>), attached hereto.
28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.
29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center (civicplus.help) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith 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, Customer 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. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer'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 purposes of providing the Services. 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 five times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer 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 Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer'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. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
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 Customer 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. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND 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 CUSTOMER 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. Intentionally omitted.

Taxes

40. The amounts owed for the Services exclude, and Customer 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 Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Exhibit C, including the Riverside DocAccess Software as a Services (SaaS) Agreement, 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 Customer 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 Customer'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 or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability 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, good faith 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 electronic signature, 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 or third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.
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 Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

EXHIBIT D **CivicPlus Privacy Policy**

CivicPlus Privacy Policy

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

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

CivicPlus provides the software solutions directly to our public sector customers (“Customers”) to enable them to serve and perform their own governmental and business functions. As such, most of the Personal Information we collect and store is in connection with the software and services we provide to our Customers pursuant to our contractual arrangements with them. In these cases, CivicPlus is acting as a “data custodian” only.

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

Important Note

Effective Date: September 20, 2023

Customer Data

When CivicPlus makes the Solutions available for use by a Customer, we do so under a contractual arrangement with our Customer pursuant to which the Customer, not CivicPlus, makes the decisions about what Personal Information is collected and how it is processed in the Solutions. Our Customers may electronically submit Personal Information to a Solution, or solicit from you Personal Information within a Solution, for processing and storage purposes (“Customer Data”), including, for example, information required to set up admin rights for a Customer’s employees, or Personal Information collected from a Customer’s resident who is using the Solution to pay for recreational programming. In these interactions, the Customer’s employees or residents are “End Users”.

We function as a service provider and may store or process Customer Data only for the purpose of providing the Solutions, improving the Solutions, preventing or addressing service or technical problems, or as may be required by law. If your Personal Information has been submitted to us by one of our Customers and you wish to exercise any rights you may have to access, rectify, or delete such data, please inquire with the relevant Customer directly. Since CivicPlus is the data custodian to our Customers, who are the “data owners”, CivicPlus cannot modify or delete any data owned by our Customers without such Customers specific request and approval.

What Personal Information Do We Collect?

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

At the request and direction of Customers, CivicPlus may collect the following categories of Personal

Information:

User-provided personal identifying data: Most of the information we collect is information that Users input directly when using a Solution, such as name and contact details (email, phone number, address, social media handle), physical location, and user-provided content, depending on the Solution used and how the User decides to use it.

User-initiated information: When a User uses text messaging, email, or social media to contact or submit notifications to a Customer through any Solution, we will collect that User's phone number, email address, or social media handle, as appropriate.

Website visitor information: When you visit a Solution or the Site, we may collect information about your visit, depending on the Solution, such as your IP address, cookies, location, and the pages you visited and when you use the Solution, we may collect information on how you use the Solution.

Protected sensitive data: For certain Solutions, Users are asked for certain information used in relation to applying for job positions or board or committee, certain sensitive data may be collected, such as date of birth, gender, ethnicity, political party, education, job history, references, it is the sole discretion of the Customer to request or require these fields.

Financial information: If a User decides to purchase a paid service through a Solution, the User provides financial information related to your payment method including credit card number, credit card type, card expiration date, or other financial information. We do not, however, capture, store, or transmit that financial information. That information is provided directly to and stored by the Customer's third-party payment processor (the "Payment Processor"). The Payment Processor's applicable Terms of Service and Privacy Statement govern the use and storage of that information. Please review the CivicPlus Payments Solution's Privacy Policy for further details.

Applicant data: Users applying for jobs or elected or appointed seats through a Solution, may be requested to submit prior job information, such as salaries, employment history, education history, address history, employers, social security number, USCIS or alien registration number, passport number, and other application data, as well as driver's license information, as determined necessary by our Customer.

Employee data: Users whose employers are a Customer for human resources services may be requested to submit bank account and routing numbers, dependent's names and social security number, current job title, and other information an employer may request.

Physical image: Certain Solutions may include the ability to upload video or image files which may contain visual representations of any Users that have attended public meetings or been in a public space.

Information related to your mobile device: We may collect and store information related to your mobile device, such as your phone number, location, or device identifier used to deliver push notifications. You will have a choice as to whether we collect and store this information.

With the exception of the Website Visitor Information, the categories of data above are collected only when certain features and uses of the Solution are procured by the CivicPlus Customer, and data collected may vary

for each User depending on our Customer's use of the Solution. All data fields are voluntary for the User to fill in, unless our Customer requires certain data to be input by the User.

How Do We Collect, Receive, and Retain Personal Information?

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

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

How We Use Collected Information

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

To fulfill service obligations for our Customers

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

Including, without limitation, as a part of our Social Media Archiving Service, we may use YouTube API Services provided by Google. This involves data collection, including but not limited to channel information, video titles, descriptions, and user comments. Your use of the Social Media Archiving is subject to YouTube's Terms of Service (<https://www.youtube.com/t/terms>) and privacy policy. For details on how YouTube handles data, refer to YouTube's Privacy Policy at <http://www.google.com/policies/privacy>. If you have questions or concerns about your data as it relates to YouTube API Services, please contact us at privacy@civicplus.com.

To personalize User experience

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

To improve the Solution and Site experience

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

To improve customer service

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

To send periodic emails

The email address Users provide to a site will be used to respond to their inquiries, and/or other requests or questions, or to send service announcements regarding changes, notifications, or marketing information. If User decides to opt-in to our mailing list, on any Solution or the Site, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or the User may contact us via the contact information below. We only use Personal Information for the

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

How Do We Share Personal Information?

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

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

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

We may share information with our agents, vendors, service providers, and subcontractors who perform functions on our behalf, such as our customer relationship management service provider, marketing automation and analytics provider, sales development tools provider, and other similar service providers. We may also share information with other third parties for our business purposes or as permitted or required by law, including: Sending non-personal information to third-party analytics service providers for monitoring the health of the Site and Solutions; if we need to do so to comply with a law, legal process, or regulations;

to law enforcement authorities or other government officials, or other third parties pursuant to a subpoena, a court order, or other legal process or requirement applicable to

CivicPlus; if we believe, in our sole discretion, that the disclosure of Personal Information is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity; to protect the vital interests of a person; to investigate violations of or enforce a user agreement or other legal terms applicable to the Solution; to protect our property, the Solutions, the Site, and legal rights; to facilitate a purchase or sale of all or part of CivicPlus' business;

to companies that we plan to merge with or be acquired by; and to support our audit, compliance, and corporate governance functions.

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

How Do We Use Cookies?

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

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

How Do We Protect Your Personal Information?

Although we take appropriate technical and organizational measures to safeguard against unauthorized disclosures of Personal Information, we cannot guarantee that Personal Information in our possession will never be disclosed in a manner that is inconsistent with this Privacy Policy. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of Personal Information at any time. We store all our information, including Personal Information, using industry-standard techniques. We use appropriate data collection, storage, and processing practices, and security measures to protect against unauthorized access, alteration, disclosure, or destruction of your Personal Information, username, password, transaction information, and information stored on the site, if applicable, to your use of the Site and Solution. Sensitive and private data exchange between the Solution or Site and its Users happens over a Secure Sockets Layer (SSL) secured communication channel and is encrypted and protected with digital signatures.

Privacy of Children

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

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

Users may have certain data privacy rights depending on their state of residence. If you would like to exercise any of your data privacy rights, you will need to send your request directly to the data-owning CivicPlus Customer with whom you shared your data. Please note that verification will be required to prove your identity. CivicPlus may not disclose or delete data if an exemption or exception to deletion exists. Please note, CivicPlus is a data this Privacy Policy. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of Personal Information at any time.

We store all our information, including Personal Information, using industry-standard techniques. We use appropriate data collection, storage, and processing practices, and security measures to protect against unauthorized access, alteration, disclosure, or destruction of your Personal Information, username, password, transaction information, and information stored on the site, if applicable, to your use of the Site and Solution. Sensitive and private data exchange between the Solution or Site and its Users happens over a Secure Sockets Layer (SSL) secured communication channel and is encrypted and protected with digital signatures.

Please note, CivicPlus is a data custodian to its data-owning Customers, the majority of our Customers are government municipalities and may be exempt from certain laws requiring compliance with data subject rights. CivicPlus is required to have Customer approval regarding every access, rectifying, disclosing, and deletion request submitted by Users of any Solution.

If you have an Account with any Solution, you can review and edit Personal Information in the Account by logging in and updating the information directly. If you wish to edit Personal Information and are unable to do so in the Account, you may contact us, using the contact information below, and we can help you with this request, verification of identity will be required, and Customer approval may be sought in circumstances where the Personal Information is owned by the Customer.

Changes to this Privacy Policy

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

Your Acceptance of this Privacy Policy

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

California Residents

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

CivicPlus does not sell your Personal Information so does not provide an opt-out page. If you are a California resident, you have the rights listed below under data protection law, to access any of the following rights you must submit a request to the data-owning Customer with whom you submitted your Personal Information. If your request is regarding data that you submitted independent of a specific data-owning customer, or if the request is with regard to our Site, please submit such a request to CivicPlus Privacy.

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

Right to know

You have the right to request data collected about you; and

You have the right to request what data is shared about you

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

Right to deletion

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

Right to rectify

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

Right to non-discrimination

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

Right to use an authorized agent

You have the right to use an authorized agent to submit a request to know or a request to delete on your behalf.

Such use of an authorized agent will require:

Your written permission to allow the authorized agent to exercise your rights

Verification of the agent's and your own identity

We may deny a request from you or your agent if we cannot verify the identification of the individual making the request.

Contact Us

If you have any questions or concerns regarding this Privacy Policy or would like to make any requests, as detailed herein, please send a message to CivicPlus Privacy

Or, by writing to:

Attn: Privacy Policy Support CivicPlus, LLC

302 S. 4th Street, STE 500

Manhattan, KS 66502

EXHIBIT E – CivicPlus Support

Contact CivicPlus Support

Updated on Feb 4, 2026 • Published on Sep 24, 2025

🕒 20 minute(s) read

> **Article summary**

You are able to contact Support at your convenience during the operational hours of 7 a.m. to 7 p.m. Central Standard Time. We are also available for emergencies 24 hours a day, 7 days a week. This article will outline how to contact **CivicPlus Support** online and what you should include in your ticket.

Submit a Support Ticket Online

1. Support tickets can be submitted online through the [Submit a Ticket with CivicSupport® Form](#).

Note:

Sign in using the same login information you use for the Single Sign-On on your CivicPlus product. If you do not already have a Single Sign-On login, you can [create an account](#).

2. Please provide the following information (as applicable) to expedite your tickets or questions:

Submit a Ticket

Tell us how we can help. (* indicates required field)

Your email address

* Summary

Briefly describe your reason for reaching out to support. More details can be added in the Description.

* CivicPlus Product

Business Impact

Urgent - You can't access your CivicPlus solution | High - A major feature of your service stopped working and it's slowing you down | Low - You have a question about how to do something | Normal - A feature is not working as expected

* Description

Attachments

Or drop files

It is often helpful to include a screen capture to help understand any issue.

CC Other Colleagues to Your Case

To CC another Salesforce user from your organization on your support case, add their email address.

Technical Support

Monday through Friday, 7:00 AM to 7:00 PM
 Central Standard Time
 Emergency Support 24 hours, 7 days a week

Phone: 866-228-2233
 Emergency: 888-228-2233, option 1

- **Your Email Address** (optional): Your email address will automatically populate
- **Summary:** Add a brief summary of the issue
- **CivicPlus Product:** This field will auto-populate with the applicable product
- **Business Impact** (optional): Select the level of impact on your business
 - **Low:** You have a question about how to do something
 - **Normal:** A feature is not working as expected, and it's slowing you down
 - **High:** A major feature of your service stopped working
 - **Urgent:** You can't access your CivicPlus solution
- **Description:** Include as many details about the issue as possible.
 - What problem are you experiencing?
 - How do you expect the feature to work?
 - Is this something you can recreate (not a system glitch)?
 - What steps were taken to address the issue?
 - Have you taken any troubleshooting steps (for example, cleared cache and updated the browser)?
- **Attachments** (optional): Attach screenshots, `{{glossary.PDF}}`s, Zoom screen recordings, scans, or other files that help explain the issue, if desired
- **CC Other Colleagues to Your Case:** To add another user from your organization on your support case, add their email address.

3. Click **Submit** to send your ticket to the Support team

EXHIBIT F – DocAccess Terms

DocAccess Terms

Customer understands and agrees the use of the DocAccess accessibility services (the "Services") is subject to the following terms:

1. Shared Responsibility Model. Customer acknowledges and agrees that accessibility obligations are shared:
 - CivicPlus: Provides automated accessibility enhancements by converting PDFs to an HTML transcript designed to align with WCAG 2.1 Level AA standards.
 - Customer: Remains responsible for overall accessibility compliance of the digital environment in which DocAccess is implemented, including but not limited to the context, labeling, links to original content, and content external to DocAccess transcripts.
2. The Service facilitates accessibility but does not guarantee compliance under all laws, in all contexts, or for all content types.
3. The Service is built to generate accessibility-enhanced transcripts that aim to conform in all material respects to WCAG 2.1 Level AA. Customer understands that:
 - Automated accessibility conversion may yield imperfect results due to complexities inherent in original content (such as complex tables, interactive graphics).
 - Accessibility performance may vary across assistive technologies and devices.
4. In the event of defect in the Services, Customer agrees to promptly report reproducible accessibility defects to CivicPlus and provide reasonable cooperation to assist with remediation.
5. Customer shall use the Service and accessibility features solely to enhance access to PDFs in native or linked contexts where disabled users require accessible alternatives.
6. No Warranty of External Compliance. The Service does not remediate other elements of Customer's digital properties (such as website navigation, non-PDF content accessibility, multimedia outside the DocAccess viewer). Customer remains responsible for satisfying Accessibility Laws outside of DocAccess transcript content.
7. External Integrations and Third-Party Tools. Customer acknowledges that integrations with third-party plug-ins, translation engines, assistive technologies, or other external services are governed by

their respective terms. CivicPlus disclaims responsibility for accessibility performance attributable to third-party tools.

8. End User Experience. Customer acknowledges that End Users may access accessible transcripts through the Service viewer, and that transcripts may include navigation, search, translation, and assisted technologies. The quality of these experiences may depend on the End User's device, assistive technologies, and network conditions.
9. Live Assistance Services. Where included, live assistance (such as interpreter access or visual support) is provided solely as a supplement to automated accessibility and does not constitute legal compliance.
10. Customer shall not alter, suppress, or remove accessibility annotations, metadata, or structural markup created by the Service.
11. Service-Dependent Accessibility. Customer acknowledges and agrees that the accessibility enhancements provided by the Service (including, without limitation, the conversion of PDF documents into accessible HTML transcripts) are generated and maintained dynamically and are not permanent modifications to the underlying documents.
12. Effect of Service Termination or Expiration. Upon expiration or termination of Customer's right to use the Service for any reason:
 - Accessible HTML transcripts and related accessibility features will no longer be automatically available;
 - Documents will revert to their original, non-enhanced format as hosted or published by Customer; and
 - CivicPlus will have no obligation to maintain, host, or provide access to accessibility-enhanced versions of Customer documents.
13. Customer Responsibility for Continued Accessibility. Customer is solely responsible for ensuring ongoing compliance with applicable accessibility laws and standards following termination of the Service, including by implementing alternative accessibility solutions or permanently remediating source documents where required.

14. No Reliance on Post-Termination Availability. Customer shall not rely on the continued availability of accessibility enhancements after the Service ends and agrees that the Service is intended as an ongoing accessibility solution, not a one-time or permanent remediation of content.
15. Customer understands that ongoing accessibility post termination of the Services requires the Customer to download the HTML.
16. Resource Optimization. CivicPlus may implement reasonable technical and operational measures to manage Service performance and processing efficiency. Such measures may include, without limitation, identification of duplicate documents, deduplication of identical content across domains, and prioritization of document processing. These measures are intended to reduce unnecessary processing and improve Service performance and do not alter the accessibility functionality of the Service for documents processed through the Service.
17. Volume Management. Customer's Service plan includes document processing capacity appropriate to the Customer's organization type and size. CivicPlus may monitor document processing volume to ensure use of the Service remains consistent with the scope of Customer's plan. If Customer's usage materially exceeds typical processing volumes for similarly situated customers or otherwise exceeds the scope of Customer's plan, CivicPlus may work with Customer to manage document scope or processing volume. This may include, by way of example, excluding archived, outdated, or non-public-facing content from automated processing. CivicPlus will provide reasonable notice prior to implementing any material adjustments and will work with Customer in good faith to maintain accessibility coverage within the applicable plan parameters.
18. Plan Parameters. Customer's Service plan includes document processing capacity as described in the applicable Order Form or service agreement. Accessing, viewing, or downloading previously generated accessible transcripts does not count toward document processing limits.

CivicPlus may update processing parameters or plan thresholds from time to time to reflect changes in Service functionality, Customer organization size, document portfolio, or Service performance requirements. CivicPlus will provide Customer with reasonable advance notice of any material changes to such parameters.

EXHIBIT G – DocAccess Service Agreement

Service Agreement

This Software as a Service Agreement ("Agreement") is entered into on March 30, 2026, between CivicPlus, LLC ("Provider") and Riverside County, CA ("Customer").

Services Provided

DocAccess is a subscription-based accessibility solution that includes:

- Automated document accessibility compliance
- Real-time translation to 250 languages
- AI-powered search and Q&A functionality
- 24/7 live visual interpretation services
- Compliance monitoring and reporting

Subscription

- Metropolitan - 2,492,442 Population Plan - Publicly Available PDFs on auditorcontroller.org, building.rctlma.org, capriverside.org, ce.rctlma.org, countytreasurer.org, gis2.rivco.org, gis.rivco.org, growinghealthyminds.org, harivco.org, hope2home.rivcohws.org, planning.rctlma.org, purchasing.co.riverside.ca.us, rcaluc.org, rccfc.org, rcdas.org, rcflood.org, rcfva.com, rc-hr.com, rclawlibrary.org, rctlma.org, rivco4.org, rivcoawm.org, rivcocob.org, rivco-counsel.org, rivcoda.org, rivcodcss.com, rivcodistrict1.org, rivcodistrict2.org, rivcodistrict5.org, rivcodpss.org, rivcoeh.org, rivcofm.org, rivco.gov, rivcohwpws.org, rivcoparks.org, rivcopublicdefender.org, rivcoready.org, rivcotv.org, rivcoworkforce.org, riversidecountyca.iqm2.com, supervisorchuckwashington.com, trans.rctlma.org, and voteinfo.net

Terms

- **Fee:** \$120,349 per year
- **Contract Term:** Mar 30, 2026 - Jun 30, 2028 - 5% annual uplift starting Year 2
- **Payment Schedule:** Every year, beginning July 31, 2026
- **Payment Terms:** Net 45
- **Renewal Procedure:** Automatic one-year renewal term, unless 60 days notice provided prior to renewal date

Example Payment Schedule

Invoice	Dates of Service	Rate	Amount
Complimentary Service	3/30/2026 - 7/30/2026	Free	\$0

Invoice	Dates of Service	Rate	Amount
First Invoice	7/31/2026 - 7/30/2027	\$120,349/year (40% first year discount applied)	\$72,209
Future Invoice	7/31/2027 - 7/30/2028	\$120,349/year + 5% uplift	\$126,366

The CivicPlus accounting department will gladly work with you to adjust the payment schedule to meet your needs. Amounts will not include certain state or local imposed sales taxes. Proration amounts are approximate.

This Service Agreement is governed by the terms and conditions of the [Master Services Agreement](#), attached hereto; and the [DocAccess Terms and Conditions](#), attached hereto; both available at: <https://www.civicplus.help/docs/legal-terms-and-conditions-for-services>, attached hereto (collectively, the "Agreement"). By executing this Service Agreement, Customer acknowledges and agrees to be bound by all terms and conditions set forth in the Agreement referenced above. In the event a Master Services Agreement is already executed between the parties, the existing agreement shall take precedence over the linked Master Services Agreement.

Customer 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 Customer are considered null and will not alter the Binding Terms, the Agreement, or this service agreement.

Special Terms

The following special terms supersede the standard DocAccess Terms of Service:

Allow County of Riverside direct and API access to transcribed files when in a multi-year commitment.

The pricing and discount provided under this Agreement are contingent upon Customer entering into a multi-year subscription term. This Agreement will not automatically renew following the initial term unless Customer completes its formal internal approval process. If auto-renewal is approved, the Agreement will renew for successive one-year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. Failure to provide such notice will result in automatic renewal for the applicable renewal term.










This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter


Final Audit Report

2026-04-23

Created:	2026-04-22
By:	Adam Jacklin (AJacklin@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi5b0ghYT-h34C6-1AzNHkE8y1uKg3i-b

"This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History

-  Document created by Adam Jacklin (AJacklin@rivco.org)
2026-04-22 - 6:19:09 PM GMT
-  Document emailed to Amy Vikander (avikander@civicplus.com) for signature
2026-04-22 - 6:19:16 PM GMT
-  Email viewed by Amy Vikander (avikander@civicplus.com)
2026-04-22 - 8:08:03 PM GMT
-  Document e-signed by Amy Vikander (avikander@civicplus.com)
Signature Date: 2026-04-22 - 10:02:25 PM GMT - Time Source: server
-  Document emailed to Cole Cheever (cheever@civicplus.com) for signature
2026-04-22 - 10:02:27 PM GMT
-  Email viewed by Cole Cheever (cheever@civicplus.com)
2026-04-23 - 4:45:14 PM GMT
-  Document e-signed by Cole Cheever (cheever@civicplus.com)
Signature Date: 2026-04-23 - 4:52:17 PM GMT - Time Source: server
-  Document emailed to Kristine Bell-Valdez (kvaldez@rivco.org) for signature
2026-04-23 - 4:52:19 PM GMT
-  Email viewed by Kristine Bell-Valdez (kvaldez@rivco.org)
2026-04-23 - 4:55:03 PM GMT

 Document e-signed by Kristine Bell-Valdez (kbvaldez@rivco.org)

Signature Date: 2026-04-23 - 6:42:44 PM GMT - Time Source: server

 Agreement completed.

2026-04-23 - 6:42:44 PM GMT

KARAN CHANDRAN
Chief Information Officer

GUSTAVO VAZQUEZ
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer



MARTIN PEREZ, ACIO
Enterprise Applications Bureau

SEAN ADAMS, ACIO
Technology Services Bureau

JOHN HASCHAK, ACIO
Converged Communications Bureau

Date: Tuesday, April 7, 2026
From: Karan Chandran, Chief Information Officer
To: Purchasing Agent
Via: Aaron Herman, Buyer II
Subject: Request for DocAccess SaaS Platform

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement

Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement

Other: _____ (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: Streamline Software, Inc (DocAccess) Supplier ID: 273075
 - a. Describe the goods/service being requested: DocAccess is a Software as a Service (SaaS) platform. DocAccess will enable RCIT to automate the conversion of public-facing documents to ensure compliance with the Americans with Disabilities Act (ADA) Title II.
 - b. Explain the unique features of the goods/services being requested from this supplier: DocAccess is the only solution that can batch process, remediate, publish accessible versions of government documents at the volume and speed required with minimal manual intervention. DocAccess is purpose-built for U.S. government entities and has been adopted by over 2,000 special districts and local governments nationwide. DocAccess maintains ongoing compliance through continuous monitoring, reporting, and support for accessibility standards (WCAG 2.1 AA, PDF/UA, ADA, Section 508). This ensures all public-facing documents and PDFs are accessible and

compliant with federal and state accessibility laws, including Section 508 of the Rehabilitation Act and the Americans with Disabilities Act.

- c. What are the operational benefits to your department?
DocAccess provides automated ADA compliance for all PDF documents accessed through managed department websites. This automation saves staff time that would require a significant amount of resources for manual processing, costly third-party vendors, or lack of government specific features. DocAccess improves efficiency and usability by providing a single application for automation, editing, reporting and tracking of the County's compliance for ADA. Finally, the DocAccess software is continually updated which will ensure that County documents will be in compliance with the latest ADA standards as they become mandated to the County.
- d. Provide details on any cost benefits/discounts.
DocAccess provides Riverside County IT a complimentary trial of the SaaS from the contract signing date through July 30, 2026 (implementation + free usage). To continue the SaaS from July 31, 2026 through July 30, 2027 (Year 1), a 40% discount to the \$120,349 annual price has been offered for a total of \$72,209. To continue the SaaS from July 31, 2027 through July 30, 2028 (Year 2), a 5% uplift to the \$120,349 annual price is applied for a total of \$126,366. Total aggregate cost from contract sign date to July 30, 2028 is \$198,575.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes No

- a. If yes, please explain why you are requesting to utilize an SSJ process? NA

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

Yes SSJ# _____ No

- a. What was the total annual and aggregate amount? NA

4. Identify all costs for this requested in the table below:
 If review is for multiple years, all costs must be identified below:

Description:	FY 25/26	FY 26/27	FY 27/28	Total
One-time Costs:				
Implementation and Complimentary Service: Contract sign date – July 30, 2026	\$0.00	\$0.00	\$0.00	\$0.00
Year 1 (40% discount of full year pricing \$120,349) July 31, 2026 – July 30, 2027	\$0.00	\$72,209	\$0.00	\$72,209
Year 2 (5% uplift of full year pricing \$120,349) July 31, 2027 – July 30, 2028	\$0.00	\$0.00	\$126,366	\$126,366
Total Costs	\$0.00	\$72,209	\$126,336	\$198,575

*Additional compensation not to exceed \$19,857 for a total amount of \$218,432

5. Period of Performance: Contract sign date - July 30, 2028
 Ratify Start Date (if applicable): NA

Initial Term Start Date: Contract sign date End Date: July 30, 2027

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): NA

Aggregate Term/End Date: July 30, 2028

6. Projected Board of Supervisor Date (if applicable): April 14, 2026

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

<u>Karan Chandran</u>	<u><i>C. Kuyekkan</i></u>	<u>4/7/2026</u>
Print Name	Department Head Signature (Executive Level Designee)	Date

PCS Reviewed:

<u>Erika Woods</u>	<u><i>ERWOODS</i></u>	<u>4/8/2026</u>
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psourcesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 218,432

Aggregate Amount \$ _____

<u><i>Stacy Orton</i></u>	<u>4/8/2026</u>	<u>26-126</u>
Purchasing Agent Signature	Date	Tracking Number
(Reference on Purchasing Documents)		