

**SERVICE AND PRODUCT PURCHASE AGREEMENT
CITY OF FRESNO, CALIFORNIA**

THIS AGREEMENT is made and entered into effective the _____ day of September, 2020, by and between the CITY OF FRESNO, a California municipal corporation (CITY), and PRIME GOVERNMENT SOLUTIONS, a Utah corporation (SERVICE PROVIDER).

RECITALS

WHEREAS, CITY desires to obtain agenda management and video streaming services for Digital Government (Project); and

WHEREAS, SERVICE PROVIDER is engaged in the business of furnishing such services as a digital government solutions provider and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, SERVICE PROVIDER acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for CITY by its Chief Information Officer (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. SERVICE PROVIDER shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

(a) SERVICE PROVIDER promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of the City, and in strict accordance with all of the items as set forth in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from October 1, 2020 ("Effective Date") and shall continue in full force and effect through October 31, 2021, subject to any earlier termination in accordance with this Agreement. The services of SERVICE PROVIDER as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) SERVICE PROVIDER'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$75,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by SERVICE PROVIDER in performance of the services.

(b) Detailed statements shall be rendered annually and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not

received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to SERVICE PROVIDER'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. SERVICE PROVIDER shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to SERVICE PROVIDER upon the earlier of : (i) SERVICE PROVIDER'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against SERVICE PROVIDER; (ii) at least 30 calendar days prior written notice with or without cause by CITY to SERVICE PROVIDER; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, SERVICE PROVIDER shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all properties and materials in the possession of SERVICE PROVIDER that are owned by CITY. Subject to the terms of this Agreement, SERVICE PROVIDER shall be paid compensation for services satisfactorily performed prior to the effective date of termination. In no event shall CITY be entitled to a refund of any prepaid fees upon termination. SERVICE PROVIDER shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) Upon any breach of this Agreement by SERVICE PROVIDER, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) SERVICE PROVIDER shall provide CITY with adequate written assurances of future performance, upon Administrator's written request, in the event SERVICE PROVIDER fails to comply with any terms or conditions of this Agreement.

(e) SERVICE PROVIDER shall not be liable for default if nonperformance is caused by an occurrence beyond the reasonable control of SERVICE PROVIDER and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. SERVICE PROVIDER shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by SERVICE PROVIDER pursuant to this Agreement shall not be made available to any individual or organization by SERVICE PROVIDER without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, SERVICE PROVIDER shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by SERVICE PROVIDER pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. SERVICE PROVIDER shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If SERVICE PROVIDER should subcontract all or any portion of the services to be performed under this Agreement, SERVICE PROVIDER shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as SERVICE PROVIDER represents to CITY that SERVICE PROVIDER and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of SERVICE PROVIDER and its subcontractors, if any, to do and perform such services in a skillful manner and SERVICE PROVIDER agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of SERVICE PROVIDER or any subcontractors from said industry and professional standards.

7. Indemnification To the furthest extent allowed by law, SERVICE PROVIDER shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of SERVICE PROVIDER, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If SERVICE PROVIDER should subcontract all or any portion of the services to be performed under this Agreement, SERVICE PROVIDER shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, SERVICE PROVIDER shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, SERVICE PROVIDER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SERVICE PROVIDER shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve SERVICE PROVIDER of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, its principals, officers, agents, employees, or persons under the supervision of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of CITY, SERVICE PROVIDER shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements. This requirement shall survive expiration or termination of this Agreement.

(e) If SERVICE PROVIDER should subcontract all or any portion of the services to be performed under this Agreement, SERVICE PROVIDER shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with SERVICE PROVIDER and CITY prior to the commencement of any services by the subcontractor. SERVICE PROVIDER and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, SERVICE PROVIDER shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, SERVICE PROVIDER shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by SERVICE PROVIDER in such statement.

(b) SERVICE PROVIDER shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, SERVICE PROVIDER shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, SERVICE PROVIDER and the respective subcontractor(s) are in full compliance with all laws and regulations. SERVICE PROVIDER shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, SERVICE PROVIDER shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, SERVICE PROVIDER shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) SERVICE PROVIDER represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) SERVICE PROVIDER and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, SERVICE PROVIDER shall remain responsible for complying with Section 9(a), above.

(f) If SERVICE PROVIDER should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, SERVICE PROVIDER shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event SERVICE PROVIDER maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, SERVICE PROVIDER at its sole cost and expense shall:

(i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.

(b) Records of SERVICE PROVIDER'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon written request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of SERVICE PROVIDER pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. CITY must have a reasonable business purpose for any requests made pursuant to this Section. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If SERVICE PROVIDER should subcontract all or any portion of the services to be performed under this Agreement, SERVICE PROVIDER shall cause each subcontractor to also comply with the requirements of this paragraph.

(c) Prior to execution of this Agreement by CITY, SERVICE PROVIDER shall have provided evidence to CITY that SERVICE PROVIDER is licensed to perform the services called for by this Agreement (or that no license is required). If SERVICE PROVIDER should subcontract all or any portion of the work or services to be performed under this Agreement, SERVICE PROVIDER shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, SERVICE PROVIDER shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, SERVICE PROVIDER agrees as follows:

(a) SERVICE PROVIDER will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. SERVICE PROVIDER shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to SERVICE PROVIDER'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SERVICE PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by or on behalf of SERVICE PROVIDER in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) SERVICE PROVIDER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of SERVICE PROVIDER'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If SERVICE PROVIDER should subcontract all or any portion of the services to be performed under this Agreement, SERVICE PROVIDER shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, SERVICE PROVIDER is acting solely as an independent contractor. Neither SERVICE PROVIDER, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which SERVICE PROVIDER shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that SERVICE PROVIDER is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between SERVICE PROVIDER and CITY. SERVICE PROVIDER shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, SERVICE PROVIDER shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, SERVICE PROVIDER and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. SERVICE PROVIDER shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SERVICE PROVIDER shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of SERVICE PROVIDER'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co- employee rights or other

theory. It is acknowledged that during the term of this Agreement, SERVICE PROVIDER may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to SERVICE PROVIDER and there shall be no assignment by SERVICE PROVIDER of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by SERVICE PROVIDER, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) SERVICE PROVIDER hereby agrees not to assign the payment of any monies due SERVICE PROVIDER from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due SERVICE PROVIDER directly to SERVICE PROVIDER.

17. Compliance With Law. In providing the services required under this Agreement, SERVICE PROVIDER shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

PRIME GOVERNMENT SOLUTIONS,
a Utah corporation

By: _____
BRYON HORN, CIO
Information Services Department

By: Tom Spengler
Name: Tom Spengler

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: Executive Chairman
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: [Signature] 9/17/2020
Brandon Collet Date
Sr. Deputy City Attorney

By: [Signature]
Name: JASON BYRNE
CFO

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy

Addresses:

CITY:
CITY OF FRESNO
Attention: Bryon Horn, CIO
2600 Fresno Street, Room 1059
Fresno, CA 93721
Phone: (559) 621-7101
FAX: (559) 457-1002

SERVICE PROVIDER:
PRIME GOVERNMENT SOLUTIONS
Attention: Tom Spengler
4250 Drinkwater Blvd, Suite 300
Scottsdale, AZ 85251
Phone: () _____
FAX: _____

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements
- 3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A

**SCOPE OF SERVICES
Service Agreement between City of Fresno
and PRIME GOVERNMENT SOLUTIONS**

Digital Government

See attached Proposal

EXHIBIT B

INSURANCE REQUIREMENTS Service Agreement between City of Fresno (CITY) and PRIME GOVERNMENT SOLUTIONS (SERVICE PROVIDER) Digital Government

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) and Cyber Liability (Privacy and Data breach) insurance appropriate to SERVICE PROVIDER’S profession.

MINIMUM LIMITS OF INSURANCE

SERVICE PROVIDER, or any party the SERVICE PROVIDER subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SERVICE PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SERVICE PROVIDER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SERVICE PROVIDER shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) SERVICE PROVIDER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. SERVICE PROVIDER shall establish additional insured status for the City and for all ongoing operations by use of ISO Form CG 20 10 11 85 or CG 20 10 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of SERVICE PROVIDER'S insurance and shall not contribute with it. SERVICE PROVIDER shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SERVICE PROVIDER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional (Errors and Omissions) policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SERVICE PROVIDER.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SERVICE PROVIDER, SERVICE PROVIDER must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SERVICE PROVIDER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SERVICE PROVIDER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SERVICE PROVIDER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, its principals, officers, agents, employees, persons under the supervision of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

SERVICE PROVIDER shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SERVICE PROVIDER shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS - If SERVICE PROVIDER subcontracts any or all of the services to be performed under this Agreement, SERVICE PROVIDER shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SERVICE PROVIDER will be solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

Digital Government

| | | YES* | NO |
|---|--|--------------------------|-------------------------------------|
| 1 | Are you currently in litigation with the City of Fresno or any of its agents? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2 | Do you represent any firm, organization, or person who is in litigation with the City of Fresno? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3 | Do you currently represent or perform work for any clients who do business with the City of Fresno? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4 | Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5 | Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6 | Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| * If the answer to any question is yes, please explain in full below. | | | |

Explanation: _____

Additional page(s) attached.

Tom Spengler
Signature

9-11-2020
Date

Tom Spengler
(name)

Prime Gov
(company)

4250 N Drinkwater Blvd #300
(address)

Scottsdale, AZ 85251
(city state zip)



PrimeGov Meeting Management Solution

Customer Details:

City of Fresno
2600 Fresno St,
Fresno, CA 93721

Customer Contact:

Yvonne Spence
City Clerk
559.621.7665
Yvonne.Spence@fresno.gov

PrimeGov Contact:

Josh Hurni
Sales Director
Joshua.Hurni@primegov.com
718.208.0144

Effective Date:

09/11/2020



Yvonne,

Our legislative management software has been designed to facilitate every step of the legislative process, from committee appointments to agenda management, virtual council meetings, minutes annotation, and live and archived video streaming. We pride ourselves on ensuring a seamless cloud-based product that allows you to quickly and effortlessly switch between tasks in a single interface.

While PrimeGov is a smaller company, our team is the most experienced in the industry. Our leadership founded and ran market-leading legislative management solutions for over a decade and we came together to address the frustration voiced by city and county clerks, regarding the lack of innovation and support they received from their existing products.

At PrimeGov, we are committed to being the number one provider in the legislative management space for local government, and to do that we commit to:

- Exclusively focus on municipal clerks and their technology needs.
- Customer support that proactively ensure our clients are successful. This starts with being available and responsive to our customers, but it also means we are accountable for results.
- Provide comprehensive and seamless cloud-based software. We want to automate your entire legislative process without clunky handoffs between different software applications and interfaces. We also ensure business continuity by allowing our customers to run their entire legislative processes from any location and device.

The world is changing faster than ever, and uncertainty about our future is at an all-time high. As a result, local government operations must transform, including changing the way public/legislative meetings are held. Our solution is 100% cloud-based, including live meeting management tools usable on any device from any location to enable virtual meetings.

The entire PrimeGov team is excited to guide you through a seamless transition from your existing legislative management tools and processes into our cloud-based platform. We look forward to being your long term partner and supporting your every need throughout the process.

Most Sincerely,

Josh Hurni
Sales Director, PrimeGov



Pricing

The PrimeGov Legislative Management platform is a single hosted solution that we can partition into separate modules when clients are looking to start with specific functions only. Should you decided to add services in the future you never have to worry about integration or data migration issues because all modules share the same database. The pricing is based on population and there are no limits to the number of users, committees, or amount of data uploaded to the solution.

The following PrimeGov modules are available:

- Agenda Management
- Minutes & Live Meeting Management
- Electronic Voting
- Video streaming
- Boards and Commissions
- Community Engagement

| Solution | Investment |
|---|------------------------------|
| PrimeGov Suite- | \$60,000 |
| Agenda Management | Included |
| Minutes & Live Meeting Management | Included |
| Electronic Voting | Included |
| Closed Captioning 20 hrs per month | \$15,000 |
| 1080 Video Streaming | Included |
| Committee Management | Included |
| Community Engagement | Included |
| Annual Cost | \$75,000 |
| Data Conversion-300 Meetings | \$4,000 |
| 1 Standard Encoders 1 Captioning Encoder | \$12,000 |
| Standard Implementation | \$3,000 |
| One-time Cost | \$19,000 |
| Q3 Promotion | -\$19,000 |
| Total First Year Cost | \$75,000 |
| Subsequent Years | \$75,000+ 3% Annual Increase |

*Payment due upon signature



Statement of Work



Meeting Management

5-18-2020

Project Objectives & Preliminary Scope

The PrimeGov Agenda Management Suite enables organizations to manage a variety of components related to the legislative process.

The “Suite” consists of the following components and modules; The project planning and implementation activities will include the following objectives and assumptions:

PrimeGov Agenda allows staff to create meeting types, agenda items, upload related documents to create an agenda and materials packet. Meeting documents and supporting materials can be compiled for distribution to the Staff, Public, Council Members, and others.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of Item Types
 - Documentation of Meeting Types for each meeting body
 - Documentation of the proposed meeting schedule for each meeting body
- Produce and Share full Word samples including numbering, font, size and other formatting details for each meeting body:
 - Agenda
 - Packet
 - Notice of Cancellation
- Identify sections and items included in each meeting body
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed meeting document templates
- Complete Agenda Training
- Complete User Acceptance Testing
- Conduct end-user training
- Review and Sign off Agenda configuration

PrimeGov Agrees to:

- Review and configure up to (3) Meeting Bodies that are provided as part of the on-boarding assessment including:
 - Agenda
 - Minutes
 - Packet
 - Notice of Cancellation
- Review and configure Item Types
- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Complete end to end Agenda Testing
- Deliver full document set per meeting with the proposed layout and design
- Provide Agenda training

PrimeGov Forms/Workflow allows for the automation of the item submission process. This will enable users to ensure items are reviewed electronically and that users can always know



where an item is at in the process. Workflow allows for linear routing of an item with its supporting materials on its journey to an agenda. Workflow is flexible and will enable users to have an ad-hoc review process via peer review while also allowing the administration to design a consistent approval process. Items can be created at any time and added to the agenda automatically when the approved process is complete. The workflow steps can be routed to users or groups to ensure an end to end electronic process.

Following is an example of the Agenda Item Approval Workflow:

- Create Document
- Create Item
- Add item to the meeting
- Attach documents
- Originator Review
- Peer Review
- Department Head Review
- Legal Review
- Finance Review
- City Manager Review
- City Clerk
- Approve on Agenda

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of the workflow process
 - Form to initiate a submission
 - Staff Report (cover page) Word sample
 - Workflow Steps
 - Identification of originators
 - Identification of Review Groups
 - Identification of Review Users
 - Notification Emails
- Identify a decision maker and lead procedural discussions regarding the item approval process.
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed item approval workflow
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed form and staff report document
- Provide technical resources required for add-in installation on client workstations and is responsible for end-user support.
- Complete Workflow Training
- Complete User Acceptance Testing
- Conduct Workflow end-user training
- Review and Sign off Workflow configuration

PrimeGov Agrees to:

- Review and configure up to (2) Item Approval workflows that are provided as part of the on-boarding assessment including:
 - Workflow Design

- Workflow Configuration
- Notification Emails
- Review and configure up to (2) Item Submission Forms with accompanying Staff Report that is provided as part of the on-boarding assessment including:
 - HTML Form Design
 - Staff Report Word Document Content Controls
- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Complete end to end Workflow and Forms testing
- Provide Workflow training

PrimeGov Minutes allows the meeting administrator to run a meeting and record roll call, minutes, motions, votes, notes, and actions with ease. The PrimeGov real-time Minutes tools provide a single interface that allows all aspects of the meeting to be managed often by a single user. The real-time meeting tools also offer options for citizen engagement information regarding the active item, speakers, motion information, and votes can be displayed in chambers or online via the public portal in real time. Minutes provides a means to record motions, votes, minutes and other facets of the meeting. Also, agenda items can be added, removed, edited and re-arranged as changes occur during the meeting.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of Motion Types
 - Documentation Motion Type configuration
 - Minutes
 - Motion template
 - Action template
 - Vote result template
- Produce and Share complete Word samples including numbering, font, size and other formatting details for each meeting body:
 - Minutes
- Identify sections and items to be included in each meeting body
- Review and discuss modifications required to accommodate PrimeGov best practices, current functionality, and consistency of the proposed minute templates
- Complete Minutes Training

PrimeGov Agrees to:

- Review and Configure up to (3) meeting bodies that are provided as part of the on-boarding assessment including:
 - Minutes
- Review and configure:
 - Motion Types
 - Motion Type configuration
 - Motion template
 - Action template
 - Vote Result template



- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.
- Deliver complete document set per meeting with the proposed layout and design
- Provide Minutes training

PrimeGov Public Portal, The Public Portal, can be integrated directly within the city's website providing a seamless look and feel. Constituents can search for and view meeting materials, and video. The portal also provides the ability for citizens to search the voting history of elected officials. This includes the meeting history, voting records, speakers, and video specific to the item. An internal portal can also be used if the city would like to publish meeting documentation internally before it being made available to the public.

Customer Agrees to:

- Provide technical resources required for integration on the city web site and is responsible for end-user support of web site.

PrimeGov Agrees to:

- Review and Configure public portal
- Perform a Gap Analysis to review functionality and identify potential feature requests and enhancements that can be evaluated for inclusion in a future release.

PrimeGov Meeting Viewer allows members of the council or committee to participate in the meeting using their web-enabled device. The Meeting Viewer allows members to review, annotate and save notes on agenda materials and items on their agenda in the cloud. The real-time meeting tools also provide information about the current item, speakers, motion information, and votes can be displayed in chambers using the Public Display in real time. Alternatively, the system will also allow members of the council or committee to record their own votes using their web-enabled device. Each committee member can be granted permission to annotate their own digital copy of the meeting material for use during the meeting.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Documentation of Users and Permissions
 - Identification of clerks for each meeting type
- Train Council Members and Staff on how to use Meeting Viewer
- Complete End User Meeting Viewer Training

PrimeGov Agrees to:

- Review and Configure up to (3) meeting bodies that are provided as part of the on-boarding assessment including:
 - Minutes

PrimeGov Video provides a High-Definition live stream and on-demand viewing for audio or video of meetings. The video is immediately available for on-demand access via the interactive agenda on the public portal. The events of the meeting can be automatically time-stamped by activating an item in the Meeting Viewer or adding a timestamp via meeting details.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - YouTube account configured for embedded live streaming
- Complete Installation of Encoder
 - Provide HDMI or SDI Video Feed
 - Provide HDMI or Analog Audio
 - Provide Network connection
 - RJ-45 Ethernet
 - Static IP Address
 - Gateway
 - DNS
- Complete Video Manager training
- Review and Sign off Committee Manager configuration

PrimeGov Agrees to:

- Provide Video Installation Configuration Guide
- Configure PrimeGov API / Google AUTH
- Perform a video streaming test
- Provide Video Training

PrimeGov Historical Import (Conversion)

PrimeGov will import historical data for the following conversion work tasks including utilization of a utility that has been specifically developed to assist with streamlining the conversion process.

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Identification of Content
 - Identification of the location of data and supporting files
- Provide access to data and supporting files for import
- Provide media files in MP4 video format
- Provide a clear and understandable naming convention to identify files and their location
- Customer Acceptance Testing
- Review and Sign off Historic Import results

PrimeGov Agrees to:

- Import the historic documents for up to 300 meeting as part of **PrimeGov Agenda** implementation
 - Agendas
 - Minutes
 - Packets
- Import of MP4 videos without indexing/timestamps on Customer provided YouTube account.
- Provide a Conversion report outlining successful import counts and identification of failed record imports.
- Complete one import and one delta import of data after initial import.
- **PrimeGov Core / Administration** The Core of the PrimeGov Suite. This allows users and administrators to have an Agenda Management Solution in the cloud with access from any



internet connection. All system settings and security are managed and administered from the core

Customer Agrees to:

- Complete On-Boarding Assessment including:
 - Identities/Users
 - Roles
 - Departments
 - Department Heads
 - Security and Permissions
 - Email Settings
- Customer Acceptance Testing
- Complete PrimeGov Administrator Training
- Review and Sign off Core / Administration

PrimeGov Agrees to:

- Deploy of a Cloud Production Environment instance including:
 - Software Suite outlined above
 - Identities/User
 - Email Address
 - First Name
 - Last Name
 - Department
 - Title
 - Roles
 - Administrator
 - General City Staff
 - Committee
 - Members
 - Departments
 - Department Heads
 - Security and Permissions
 - Email Settings
- Provide PrimeGov Administrator Training

Note: The following optional PrimeGov components are not included in the project scope estimate at this time:

PrimeGov Reporting

Not Included in Project Scope

PrimeGov API

Not Included in Project Scope

Customization and Development

PrimeGov offers many integration opportunities and other development to accommodate specific requests or enhancements. While all enhancements are driven by customer demand, the option exists for the customer to purchase custom development.



Not Included in Project Scope

General Project Requirements

The following are the general project requirements based upon the processes described above for this PrimeGov implementation.

Customer Agrees to:

- Commit a Project lead and relevant Subject Matter Experts, as needed for successful project delivery.
- Lead development or procedural discussions produce end-user training documentation, and conduct end-user training sessions, as needed.
- Provide technical resources required for video streaming
- provide technical resources required for add-in installation on client workstations and is responsible for end-user support.
- Complete Training assigned
- Complete User Acceptance Testing
- Provide feedback and sign off all phases of the project
- Ensure local infrastructure complies with published minimum requirements.
- Provide resources required to use remote sharing software for meetings such as GoToMeeting or Microsoft Teams

PrimeGov Agrees to:

- Commit a project lead and other subject matter experts, as needed for successful project delivery
- Implementation tasks are estimates until the completion of the Gap analysis. After completion of the Gap analysis, PrimeGov and Customer will review the Implementation project requirements, including but not limited to Future State process designs, work effort estimates, timelines, and software, and execute a Change Order Authorization as appropriate.
- Testing and Deployment of Software Upgrades and Patches
- Review and Demonstration of the entire solution in PrimeGov as a refresher of system features and including the approval process.
- PrimeGov will perform a gap analysis with Customer at each step to clarify and confirm the agenda management processes and PrimeGov best practices and functionality. If the customer requests changes to the standard offering those requests will likely impact the work effort estimated within this SOW resulting in further analysis and discussions, and possibly a Change Order and/or additional software development.
- PrimeGov will provide Project Management Activities including:
 - Project Tracking
 - Weekly Status Calls
 - Regular remote share working sessions
 - Issue resolution portal for tracking of issues identified as issues, defects, feature requests, and bugs.
- Review and configuration of user and role permissions within the PrimeGov Solution
- PrimeGov will perform testing of the software functionality and provide support during customer user acceptance testing before production.
 - Training will be provided to those individuals identified as testers for successful User Acceptance Testing

Change Orders

This SOW is intended to communicate all deliverables that relate to this project, and no other deliverables are assumed outside of this SOW. Customer requirements and the “Project Scope” based

on the information provided at this time. Although PrimeGov makes every attempt to provide accurate estimates, estimates may change as further details of the solution are identified, and the final Solution Blueprint is developed. If additional products and/or services beyond those outlined in this SOW are required, a “Change Order Authorization” will be generated outlining the details, as well as time and cost estimates, of the modifications to this SOW. A Change Order Authorization must be authorized, approved, and executed by PrimeGov and Customer for the changes to be incorporated into the SOW.

Projected Timeline and Stages

This SOW is intended to communicate all deliverables that relate to this project, and no other deliverables are assumed outside of this SOW. Customer requirements and the “Project Scope” based on the information provided at this time. Although PrimeGov makes every attempt to provide accurate estimates, estimates may change as further details of the solution are identified, and the final solution is developed. If additional products and/or services beyond those outlined in this SOW are required, it may impact the projected timeline.

PrimeGov Implementation Stages



A project that follows the scope of work described in this document will consist of three distinct stages:

Planning & Discovery

- Kick Off
- Process Review

Implementation

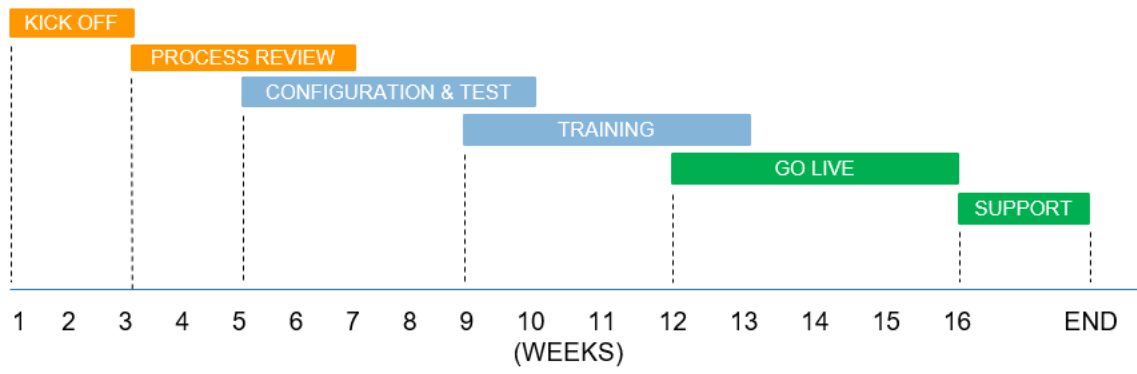
- Configuration & Test
- Training

Project Closure

- Go Live
- Transition to Support

Projected Timeline

The expected duration of this project plan, without any changes, is 16 weeks. The general timeline would follow the duration below:



The projected timeline can be impacted by changes in “Project Scope” and based on commitments to the General Project Requirements.