



THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is agreed to by and between CivicPlus, LLC, a Kansas limited liability company d/b/a CivicPlus ("CivicPlus") and Brunswick County, NC ("Client") (jointly, "Parties") and shall be effective as of the last date of signing indicated at the end of this Amendment.

#### **RECITALS**

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling proprietary community engagement platforms in addition to project development, design, implementation, support and hosting services;

WHEREAS, Client is currently engaged in a relationship with CivicPlus for various services as set forth in the original Services Agreement between the Parties, signed on June 29, 2022 (the "Agreement");

WHEREAS, Client and CivicPlus have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this Amendment.

NOW, THEREFORE, Client and CivicPlus agree as follows:

#### **Scope of Services**

1. The Agreement is hereby amended by adding the CivicGov Statement of Work as a new Exhibit C to the Agreement; and the CivicEngage Statement of Work as a new Exhibit D to the Agreement.

2. Section 1 of the Agreement shall be struck in its entirety and replaced as follows:

This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any attached Statement of Work ("SOW") is in effect between CivicPlus and Client, unless sooner terminated as provided for herein. Either Party may terminate this Agreement at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than ninety (90) days is a material breach by Client and is grounds for CivicPlus termination.

3. Section 2 of the Agreement shall be struck in its entirety and replaced as follows:

In addition to the foregoing, if the Board of County Commissioners of Client does not appropriate the funding needed by Client to make payments under this Agreement or any SOW for a given fiscal year, Client will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, Client will promptly notify CivicPlus of the nonappropriation, and this Agreement and the affected SOW(s) will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by Client which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement or any SOW. Notwithstanding the foregoing, in the event of termination due to non-funding, Client is still responsible for any invoices covering the initial Project Development and Deployment fees and all such amounts owed shall become due immediately.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

#### **Acceptance**

We, the undersigned, agreeing to the conditions specified in this First Amendment as it modifies and amends the Agreement, understand and authorize the terms outlined in this Amendment.

This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This First Amendment may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this First Amendment by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

**Client**

By: \_\_\_\_\_

Name: Randell Thompson

Title: Chairman, Board of Commissioners

Date: \_\_\_\_\_

**CivicPlus**

By: Amy Vikander

Name: Amy Vikander

Title: Sr. VP of Customer Success

Date: 8/22/2022

ATTEST:

\_\_\_\_\_  
Clerk to the Board

[SEAL]

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

\_\_\_\_\_  
Aaron C. Smith, Director of Fiscal Operations  
Brunswick County, NC

APPROVED AS TO FORM

\_\_\_\_\_  
Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Asst. County Attorney  
Brunswick County, NC

**EXHIBIT "C"****CivicPlus**

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

**Quote #:**

Q-26044-2

**Date:**

6/3/2022 1:42 PM

**Expires On:**

9/15/2022

**Product:**

CivicGov

**Client:**

Brunswick County NC - CivicGov

**Bill To:**

Brunswick County NC - CivicGov

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dean Sefrin	x	dean.sefrin@civicplus.com		Net 30

## CivicGov - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicGov Code Enforcement Annual	CivicGov Code Enforcement Annual	Renewable
1.00	CivicGov Code Enforcement	CivicGov Code Enforcement	One-time
1.00	CivicGov Planning & Zoning Annual	CivicGov Planning & Zoning Annual	Renewable
1.00	CivicGov Planning & Zoning	CivicGov Planning & Zoning	One-time
1.00	GIS ESRI RESTful Integration: initial endpoint (land + building layer) Annual	GIS ESRI RESTful Integration: initial endpoint (land + building layer) Annual	Renewable
1.00	GIS ESRI RESTful Integration: initial endpoint (land + building layer)	GIS ESRI RESTful Integration: initial endpoint (land + building layer)	One-time
1.00	CivicGov Digital Plan Review Integration Annual	CivicGov Digital Plan Review Integration Annual	Renewable
1.00	CivicGov Digital Plan Review integration	CivicGov Digital Plan Review Integration	One-time
1.00	CivicGov Mobile App (Offline Inspections) Annual	CivicGov Mobile App (Offline Inspections) Annual	Renewable
1.00	CivicGov Mobile App (Offline Inspections)	CivicGov Mobile App (Offline Inspections)	One-time
1.00	CivicGov Additional Data imports (historical records, building/suite data, contractor data, 3rd party codes, etc.)	CivicGov Additional Data imports (historical records, building/suite data, contractor data, 3rd party codes, etc.)	One-time

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicGov 3rd party API integrations	CivicGov 3rd party API integrations	One-time
1.00	CivicGov 3rd party API integrations Annual	CivicGov 3rd party API integrations Annual	Renewable
1.00	CivicGov 3rd party API integrations	CivicGov 3rd party API integrations	One-time
1.00	CivicGov 3rd party API integrations Annual	CivicGov 3rd party API integrations Annual	Renewable
Total Investment - Year 1		USD 59,000.00	
Annual Recurring Services - Year 2		USD 39,900.00	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Services Agreement signed between the Parties on June 29, 2022 ("Agreement"), to which this SOW is hereby attached as Exhibit C. By signing this SOW, the parties expressly agree to the terms and conditions of the Agreement throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the last date of signing ( "Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 Fees shall be invoiced as follows:
  - a. Upon signing of this SOW – one half (50%) of the Total Investment - Year 1 Fees;
  - b. The earlier of 6 months from signing or upon completed implementation – the remaining half of the Total Investment - Year 1 Fees.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning year 2. Client will pay all invoices within 30 days of the date of such invoice.
5. CivicPlus shall not be liable for the accuracy, content, interpretation of use of any forms or other materials, not created by CivicPlus, nor for the use of the Services provided in association with this SOW for CivicGov.
6. Client understands and agrees that CivicGov is not intended to collect or store any credit card information, financial information, or protected health information and that Client shall not collect or store any such information in CivicGov. For the sake of clarity, CivicGov is not PCI DSS or HIPAA compliant, and Client shall not use it for PCI DSS or HIPAA purposes.
7. **If** Client uses the CivicGov integration with CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via CivicGov. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus

does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicGov through an integrated partnership with a merchant provider that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account with such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.

9. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Signature Page to Follow.

## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions.

This SOW may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This SOW may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this SOW by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

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

Client

CivicPlus

By:

By:

Name: Randell Thompson

Name: Amy Vikander

Title: Chairman, Board of Commissioners

Title: Sr. VP of Customer Success

Date:

Date: 8/22/2022

ATTEST:

Clerk to the Board

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

Aaron C. Smith, Director of Fiscal Operations  
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Asst. County Attorney  
Brunswick County, NC

## Contact Information

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

<b>Organization</b>	Brunswick County		<b>URL</b>	www.brunswickcountync.gov
<b>Street Address</b>	30 Government Center Drive, NE			
<b>Address 2</b>				
<b>City</b>	Bolivia	<b>State</b>	NC	<b>Postal Code</b> 28422
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.				
	Kirstie Dixon, Planning Director, (704) 798-8547			
<b>Emergency Contact &amp; Mobile Phone</b>	Marc Pages, Land Planner, (910) 538-2056			
<b>Emergency Contact &amp; Mobile Phone</b>	Cindy Hewett, IT Director, (910) 209-1847			
<b>Emergency Contact &amp; Mobile Phone</b>	Michael Read, IT Deputy Director, (910) 617-7885			
<b>Billing Contact</b>	Cindy Hewett	<b>E-Mail</b>	cindy.hewett@brunswickcountync.gov	
<b>Phone</b>	(910) 253-2638	<b>Ext.</b>	<b>Fax</b>	(910) 253-2650
<b>Billing Address</b>	PO Box 249			
<b>Address 2</b>				
<b>City</b>	Bolivia	<b>State</b>	NC	<b>Postal Code</b> 28422
<b>Tax ID #</b>	56-6000278	<b>Sales Tax Exempt #</b>		
<b>Billing Terms</b>	<b>Account Rep</b>			
<b>Info Required on Invoice (PO or Job #)</b>				
Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ X ]				
Please list all external sources: _____				
<b>Contract Contact</b>	Brunswick County Information Technology Dept.		<b>Email</b>	cindy.hewett@brunswickcountync.gov
<b>Phone</b>	(910) 253-2640	<b>Ext.</b>	<b>Fax</b>	(910) 253-2650
<b>Project Contact</b>	Travis Amstuz, IT Tech. Implementation Spec.		<b>Email</b>	travis.amstuz@brunswickcountync.gov
<b>Phone</b>	(910) 294-1546	<b>Ext.</b>	<b>Fax</b>	910-253-2560

**EXHIBIT "D"****CivicPlus**

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

**Quote #:**

Q-20968-1

**Date:**

11/23/2021 8:25 AM

**Expires On:**

9/15/2022

**Product:**

CivicEngage

**Client:**

Brunswick County NC - CivicEngage

**Bill To:**

Brunswick County NC - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David May	x(580) 716-7016	may@civicplus.com		Net 30

## CivicEngage - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.	
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation	One-time
1.00	CivicSend Annual - CivicEngage Central	CivicSend Annual	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicSend Implementation - CivicEngage Central	CivicSend Implementation	One-time
4.00	Virtual Content Consulting - CivicEngage	Virtual Content Consulting 1/2 day block - CivicEngage	One-time
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable



QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews) - <a href="https://www.brunswickcountync.gov">https://www.brunswickcountync.gov</a>	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee - <a href="https://www.brunswickcountync.gov">https://www.brunswickcountync.gov</a>	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
400.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
1.00	CivicEngage Custom IdP Integration Package	Custom IdP Integration Package Custom IdP Integration Annual Fee Custom IdP Integration Implementation Fee	Renewable
1.00	CivicEngage Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicEngage Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	One-time

List Price – Year 1 Total	USD 63,818.00
Total Investment - Year 1	USD 46,945.92
Annual Recurring Services - Year 2	USD 11,413.76

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Services Agreement signed between the Parties on June 29, 2022 ("Agreement"), to which this SOW is hereby attached as Exhibit D. By signing this SOW, the parties expressly agree to the terms and conditions of the Agreement throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the last date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced as follows:
  - a. Upon signing this SOW, thirty percent (30%) of the Total Investment Year 1 Fees;
  - b. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Investment Year 1.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

*Signature Page to Follow.*

## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions.

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

Client

CivicPlus

By:

By:

Name: Randell Thompson

*Amy Vikander*  
Name: Amy Vikander

Title: Chairman, Board of Commissioners

Title: Sr. VP of Customer Success

Date:

Date: 8/22/2022

ATTEST:

Clerk to the Board

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

Aaron C. Smith, Director of Fiscal Operations  
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /  
Bryan W. Batton, Asst. County Attorney  
Brunswick County, NC

## Contact Information

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

<b>Organization</b>	Brunswick County		<b>URL</b>	www.brunswickcountync.gov
<b>Street Address</b>	30 Government Center Drive NE			
<b>Address 2</b>				
<b>City</b>	Bolivia	<b>State</b>	NC	<b>Postal Code</b> 28422
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.				
Meagan Kascak, Communications Director, (254)716-9597				
<b>Emergency Contact &amp; Mobile Phone</b>	Amber Merklinger, Communications Specialist, (910) 253-2723			
<b>Emergency Contact &amp; Mobile Phone</b>	Cindy Hewett, IT Director, (910) 209-1847			
<b>Emergency Contact &amp; Mobile Phone</b>	Mike Read, IT Deputy Director, (910) 617-7885			
<b>Billing Contact</b>	Cindy Hewett	<b>E-Mail</b>	cindy.hewett@brunswickcountync.gov	
<b>Phone</b>	910-253-2638	<b>Ext.</b>	<b>Fax</b>	910-253-2650
<b>Billing Address</b>	PO Box 249			
<b>Address 2</b>				
<b>City</b>	Bolivia	<b>State</b>	NC	<b>Postal Code</b> 28422
<b>Tax ID #</b>	56-6000278	<b>Sales Tax Exempt #</b>	N/A	
<b>Billing Terms</b>	<b>Account Rep</b>			
<b>Info Required on Invoice (PO or Job #)</b>				
Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ X ]				
Please list all external sources: _____				
<b>Contract Contact</b>	Brunswick County Information Technology Dept		<b>Email</b>	cindy.hewett@brunswickcountync.gov
<b>Phone</b>	910-253-2640	<b>Ext.</b>	<b>Fax</b>	910-253-2650
<b>Project Contact</b>	Travis Amstuz		<b>Email</b>	travis.amstuz@brunswickcountync.gov
<b>Phone</b>	910-294-1546	<b>Ext.</b>	<b>Fax</b>	910-253-2650