



## Addendum One to CivicPlus Master Services Agreement

### CivicPlus

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

**Quote #:**

Q-29462-1

**Date:**

9/17/2022 1:17 PM

**Expires On:**

12/31/2022

**Client:**

Siskiyou County CA - Code and Supp

**Bill To:**

Siskiyou County CA - Code and Supp

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sylvana Satterfield	x	tsatterfield@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE
1.00	Full-Service Supplementation Subscription	Renewable
1.00	Year 1 Annual Fee Discount	Renewable
1.00	Print Supplementation will begin with the ordinances received from the municipality on a quarterly basis.	Renewable
1.00	Supplement PDF	Renewable
Annual Recurring Supplement Services		2,073.00

1. This Statement of Work ("SOW") is between the Siskiyou County California ("Client") and Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC (collectively, the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to CivicPlus, upon giving written notice to the Client. In the event of such assignment by Municode, CivicPlus shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.

3. This SOW shall remain in effect for an initial term ("Initial Term") starting at signing and running through the following Renewal Date (as defined below). 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 additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

4. If Client elects, by selecting the "Start at Signing" option below, the Initial Term's Annual Recurring Supplement Services will be invoiced upon the signing of this SOW and may be prorated to align with Client's Renewal Date. If Client elects, by selecting the "Start at Renewal Date" option below, the Initial Term's Annual Recurring Supplement Services will be invoiced upon the Renewal Date and Client shall continue to be billed at their current per page rate and use terms

set for the in the original supplements agreement between Client and Municode. The full Annual Recurring Supplement Services shall be invoiced each Renewal Date and shall be subject to a 5% annual increase each Renewal Term, starting on the second anniversary of the Renewal Date. Client will pay all invoices within 30 days of the date of such invoice. Additional services added throughout the Term will be pro-rated then added to the Annual Recurring Services fee.

5. If Client signs this SOW in 2022, Client will receive a 20% discount on the first twelve months of service.

6. Annual Recurring Supplement Services does NOT include:

- Additional copies, reprints, binders and tab orders;
- Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
- Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
- Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
- Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
- Online Code hosting and online features.

7. Client acknowledges that Service Provider may continually develop, alter, deliver, and provide to the Client ongoing innovation to the services, in the form of new features, functionality, and efficiencies. Accordingly, Service Provider reserves the right to modify the services from time to time. Any modifications or improvements to the services listed on the SOW will be provided to the Client at no additional charge. In the event that Service Provider creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay Service Provider the appropriate fee for the access to and use of the New Services.

8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the Parties following execution of this SOW and acknowledges Service Provider shall not begin work under this SOW until all necessary documentation, materials and communication is received.

9. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the proofs is received within 45 days.

10. Client acknowledges Service Provider does not permanently retain prior versions of the Client's legal code or any other work product.

11. Additional services, including but not limited to additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the Parties.

12. Client acknowledges that Service Provider may provide legal analysis through codification, recodification or legal review services. Unless indicated otherwise, information sent via Internet email or through our websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is

provided to Client's legal counsel for their use and direction. However, Client agrees the services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Client's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-client relationship. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney.

13. The Parties agree that Section 15 of the MSA shall not apply to public interpretation of legal code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

14. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

15. The Annual Recurring Supplement Services fee quoted in this SOW is exclusive of Client's existing annual fees, which may include, without limitation, Online Hosting Annual Fees, OrdBank, OrdLink, MuniDocs, SLR Linking, or other annual fee ("Existing Annual Fees"). Client understands and agrees the Existing Annual Fees will be invoiced by CivicPlus in their current renewal month previously established with Municode unless specifically added to this SOW in a line item above.

CLIENT TO FILL OUT THE FOLLOWING SECTION. PLEASE DO NOT LEAVE BLANK:

**Clients selected billing and renewal month: July 1st Annually (the "RenewalDate"). If this section is left empty, Client's Renewal Date shall be the date of signing this SOW.**

You must select ONE of the following options. If this section is left blank or both options are selected, the Annual Recurring Supplement Services will Start at Signing.

	Start at Signing – As set forth in Section 4 above, by selecting this option, Client agrees to start the Annual Recurring Supplement Services upon signing this SOW, such fee to be prorated to align with Clients selected Renewal Date. For the sake of clarity, Client will no longer be billed the per page rate upon signing.
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	Start at Renewal Date - As set forth in Section 4 above, by selecting this option, Client agrees to continue paying the per page rate previously agreed upon in the original supplements agreement with Municode until the first Renewal Date, as selected by Client above. Upon the first Renewal Date, Client will be invoiced the total Annual Recurring Supplement Services.
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**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

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

Client

CivicPlus

By: Signatures to Follow

By: Signatures to Follow

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

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

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

**Contact Information**

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

**Organization** Siskiyou County Clerk

URL

Street Address\_ 311 Fourth St., Rm. 201

Address 2

City Yreka

State CA

Postal Code 96097

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
ensuring CivicPlus has current updates.

**Emergency Contact & Mobile Phone Nichole Thomas 530-842-8084**

**Emergency Contact & Mobile Phone Laura Bynum 530-842-8084**

**Emergency Contact & Mobile Phone**

**Billing Contact Nichole Thomas**

E-Mail nichole@sisqvotes.org

Phone 530-842-8084

Ext.

Fax

Billing Address 311 Fourth St., Rm. 201

Address 2

City Yreka

State CA

Postal Code 96097

Tax ID #

Sales Tax Exempt #

Billing Terms Annually

Account Rep Sylvana Satterfield

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES):

Y [ ] or N [ X ]

Please list all external sources: \_\_\_\_\_

**Contract Contact**

Email

Phone

Ext.

Fax

**Project Contact**

Email

Phone

Ext.

Fax

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

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

\_\_\_\_\_  
BRANDON A. CRISS, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

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

CONTRACTOR: CivicPlus, LLC

Date: 11/22/2022

DocuSigned by:  
Amy Vikander  
Amy Vikander, Sr. vice President of  
Customer Success

Date: 11/22/2022

DocuSigned by:  
Steffanie Rasmussen  
Steffanie Rasmussen,  
Director, Legal/Support

License No.: N/A  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 48-1202104

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	201080	723000	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: See Attached

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*

### Accounting by Fiscal Year

FY	10/11	\$2,500.00 NTE
FY	11/12	\$2,500.00 NTE
FY	12/13	\$2,500.00 NTE
FY	13/14	\$5,000.00 NTE
FY	14/15	\$5,000.00 NTE
FY	15/16	\$5,000.00 NTE
FY	16/17	\$5,000.00 NTE
FY	17/18	\$5,000.00 NTE
FY	18/19	\$5,000.00 NTE
FY	19/20	\$5,000.00 NTE
FY	20/21	\$5,100.00 NTE
FY	21/22	\$5,100.00 NTE
FY	<u>22/23</u>	<u>\$5,100.00 NTE</u>
	TOTAL	\$57,800.00