

PROCUREMENT DEPARTMENT

Fauquier County Government & Public Schools 320 Hospital Drive, Suite 23 Warrenton, VA 20186-3037 procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

Date: October 23, 2025

Contract No.: CR53-20ksc

Contractor: CivicPlus, LLC

Contract Period: June 16,2020, through June 15, 2025

1st Renewal: July 1, 2025, through June 30, 2026

Contract Renewal:

Fauquier County Government and Public Schools wishes to exercise its option to renew the above referenced contract for a (1) one-year period. The renewal period will be from **July 1, 2025, through June 30, 2026.** This is the first of (5) five, one-year renewal options available.

It is understood and agreed that except as provided herein, all terms, conditions and prices remain the same during the renewed contract period. Please forward a current Certificate of Insurance, with "Fauquier County and/or Fauquier County Public School Board" endorsed as additional insured.

If this renewal is agreeable with CivicPlus, LLC, please sign below and return it to this office immediately. If you have any questions pertaining to this renewal, please do not hesitate to contact me. A copy of the fully executed contract renewal will be returned for your files.

| | CivicPlus, LLC | | Fauquier County Government and Public Schools, a political subdivision of the Commonwealth of Virginia |
|--------|---|--------|--|
| By: | almy & thander | By: | KSRIJCh |
| Title: | Senior Vice President of Customer Success | Title: | Director of Procurement |
| Date: | 10/28/2025 | Date: | 10/29/2025 |

FAUQUIER COUNTY

A political subdivision of the Commonwealth of Virginia

Contract # CR 53-20ksc, (Riding City of Fredericksburg Contract proposal#19-0146)

This Agreement is made and entered into this 15th day of June, 2020, by Fauquier County, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and, CIVICPLUS, LLC. Having its principal place of business at 302 S. 4th Street, Suite 500, Manhattan, Kansas hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide A Parks and Recreation Management System, to the Owner, as set forth in the Contract Documents.

COMPENSATION: The Owner will pay and the Contractor will accept in full consideration for services rendered during the contract term, the fees as set forth in the Quotation and Scope of Work provided by CIVICPLUS, LLC. and attached hereto. All prices are to be firm and fixed for five (5) years from the date of acceptance with a 3% annual increase beginning in year 6. The Owner will only pay for Services actually performed and for Reimbursable Expenses actually incurred. Documentation of expense items will be made available to the Owner upon request.

CONTRACT PERIOD: Services of the Contractor are to commence upon execution of this Agreement. The initial terms of this contract shall be five (5) years from date of execution of this agreement through project completion, with the opinion for five (5) one year renewal terms.

The contract documents shall consist of and are listed in order of priority:

- (1) This signed form;
- (2) Contractors Quotation Q-09555-1 revised June 12, 2020 and SOW attached herein;
- (3) City of Fredericksburg VA contract 19-0146;
- (4) RFP #19-0146, (City of Fredericksburg, VA Dated March 15, 2019) all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

| CIVICPLUS, LLC | Fauquier County, a political subdivision of the Commonwealth of Virginia | |
|---|--|--|
| By: Church Kander | By: Karly Starly CPP & Susan Monaco, CPPO, CPPB Title: Procurement Manager | |
| Amy Vikander Title: Vice President of Client Services | Title: Procurement Manager | |
| Date: 6/16/2020 | Date: 6/16/20 | |
| | | |



CivicPlus

302 South 4th St. Suite 500 Manhattan, KS 66502 US Quote #: Date:

Expires On: Product:

Q-09555-1 6/4/2020 2:40 PM 6/30/2020

CivicRec

Ship To

Kathy Stanley
Fauquier County VA - CivicRec

Bill To

Fauquier County VA - CivicRec

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|-------------|-------|---------------------|-----------------|----------------|
| Tim Roupe | х | roupe@civicplus.com | | Net 30 |

Exhibit A.1 - Statement of Work

| QTY | Product Name | DESCRIPTION | PRODUCT TYPE | TOTAL |
|------|---|---|-----------------|---------------|
| 1.00 | Approved Payment Gateway | Approved Payment Gateway | One-time | USD 0.00 |
| 1.00 | Approved Payment Gateway Annual Fee | Approved Payment Gateway Annual Fee | Renewable | USD 1,565.75 |
| 1.00 | Residency Import | Residency Import - Imports a flat file of addresses that will be used to determine residency in the new system. | One-time | USD 500.00 |
| 1.00 | Location/Facility Import | Location/Facility Import - Imports locations & facilities into new system. | One-time | USD 2,100.00 |
| 1.00 | User Import | User Import - Imports current public users into the new system. | One-time | USD 3,000.00 |
| 1.00 | CivicRec Virtual Consulting (Half Day Block) | Consulting (Virtual) - half day, up to 4 hours | One-time | USD 625.00 |
| 2.00 | CivicRec Virtual Training (Half Day Block) | Training (Virtual) - half day, up to 4 hours | One-time | USD 1,250.00 |
| 1.00 | CivicRec Annual Fee | CivicRec Annual Fee | Renewable | USD 12,232.55 |
| 1.00 | CivicRec Year 1 Annual Fee Discount | Year 1 Annual Fee Discount | Renewable | USD -1,475.31 |
| 1.00 | CivicRec Standard | Standard package -Project Coordination -Branded Public Portal -Help Center Access | One-time | USD 1,500.00 |
| 2.00 | CivicRec Virtual Training (Half Day Block) | Training (Virtual) - half day, up to 4 hours | One-time | USD 1,250.00 |

Total Days of Quote: 381

| Total First Year Fees | USD 22,547.99 |
|-------------------------|---------------|
| Renewal Annual Services | USD 12,322.99 |

- 1. Performance and payment under this SOW shall be by and between Client and CivicPlus, "in accordance with the City of Fredericksburg VA contract 19-0146 and with the exception of the following negotiated terms, conditions and pricing contained herein and attached hereto. All other terms, conditions and pricing of the City of Fredericksburg VA contract 199-0146 remain unchanged. which this Statement of Work (SOW) is hereby attached.
- 2. This SOW shall remain in effect for an initial term equal to 381 days of quote above. Automatic Contract renewals shall be prohibited. Contract renewals must be authorized by and coordinated through the Owners Purchasing department. The initial term contract period will be for a five-year period with a corresponding annual maintenance and communications service contract. All orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration of the date of the Contract) have been completely performed or services delivered. After the initial term, this contract may be renewed for up to five (5) one-year renewal terms. At the end of the initial and any renewal terms, Pricing for additional renewal years may be negotiated, unless a 90-day written notice to terminate is received by either party.
- 3. The Total First Year Fees (sum of One-Time costs and Renewal Annual Services) shall be invoiced as follows:
 - a. On July 6, 2020 40% of the Total First Year Fees;
 - b. The earlier of December 9, 2020 or upon completion of training 20% of the Total First Year Fees;
 - c. The earlier of the January 3, 2021 or upon Go Live 20% of the Total First Year Fees;
 - d. The earlier of February 18, 2021 or 45 days after Go Live the remaining 20% of the Total First Year Fees.
- 4. Annual Services shall be invoiced on July 1 of relevant calendar years beginning with the second year of service. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in Year 6 of service.
- 5. Funding. The obiligation of the Owner to pay compensation due the Contractor under this contract of any other payment obligation under any contract awarded pursuant to this contract is subject to appropriations by the Fauquer County Board of Supervisors, a political subdivision of the Commonwealth of Virginia to satify payment of such obligations. The Owner shall provide thirty(30) calendar days written notice to the contractor after the action is completed by the Board of Supervisors. Reciept of notice does not affect the Owners or the Contractors obligation under the contract to fulfill outstanding orders due the Owner or pay for services provided Provided by the Contractor, up to the effective date of the date of termination.
- 6. The Client's Annual Services Fees agreed upon herein are based on Client processing up to USD 588,886.98 of revenue per year ("Predicted Processing Volume"). Starting with the first renewal year of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
- 7. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided, as described in Addendum 1, and are not subject to withholding or off-set in any manner whatsoever, such amounts are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees

that Client is familiar with the proposed Services Provided and CivicPlus' billing process.

- 8. For the purposes of obtaining merchant account services through CP Pay. Client may utilize the designated merchant account for CivicRec through an integrated partnership with OpenEdge ("CP Pay Merchant"). In the event Client chooses CP Pay Merchant, Client will enter into a merchant account agreement with OpenEdge. 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. Inthe event Client chooses CP Pay Merchant, CivicPlus will facilitate Client and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to Client. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. If Client desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in Client's implementation fees. Client agrees to comply with all terms and conditions of the resulting merchant account agreement 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 Converge/Elavon.
- 9. When Client uses CP Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CP 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.

Addendum 1 to Exhibit A.1 - Services Provided

Services provided by CivicPlus to the Client under this agreement include the following in addition to the terms and conditions of the City of Fredericksbug contract referenced in paragraph 2 above:

Access: CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client to access, use and display the CivicPlus item(s) listed in the SOW in accordance with the terms of the Agreement. Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any device with an Internet connection and browser.

Documentation: All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

Data Backups: CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

Enhancements: New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see

opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Client Support: CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

Data: In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

| Client | CivicPlus |
|--|--|
| By: Karly Starly CPPB der | By: amy bekander |
| Name: Susan & Morris Copo, copo Katry startey Bocurer Mary Serier Bruyer | Name: Amy Vikander |
| Sonul Buyer | Title: Vice President of Client Services |
| Date: 6/16/20 | Date: 6/16/2020 |
| | |

Contact information

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

| Organization | | URL |
|--|--|---|
| Street Address | | |
| Address 2 | | |
| City | State | Postal Code |
| CivicPlus provides telephone support for all train holidays). Emergency Support is provided on a 2 for ensuring CivicPlus has current updates. | ed clients from 7am -7pi 24/7/365 basis for represe | m Central Time, Monday-Friday (excluding entatives named by the Client. Client is responsible |
| Emergency Contact & Mobile Phone | | |
| Emergency Contact & Mobile Phone | | |
| Emergency Contact & Mobile Phone | | |
| Billing Contact | | E-Mail |
| Phone | Ext. | Fax |
| Billing Address | | |
| Address 2 | | |
| City | State | Postal Code |
| Tax ID# | | Sales Tax Exempt # |
| Billing Terms | | Account Rep |
| Info Required on Invoice (PO or Job #) | | |
| Contract Contact | | Email |
| Phone | Ext. | Fax |
| Project Contact | | Email |
| Phone | Ext. | Fax |