

**EXHIBIT A**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

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**I. Service Delivery Sites**

- Services will be provided remotely over the telephone, electronic mail or online webshare to the Monterey County Information Technology Department.
- The service delivery site will be the Monterey County Information Technology Department (ITD) Facility, 1590 Moffett Street, Salinas, California 93905.

**II. Scope of Services**

- A. CONTRACTOR will provide the COUNTY with SceneThink Events Portal, a server-resident program located at a subdomain of the COUNTY's main site that generates an event calendar, enabling end-users to search, sort, and filter event information.
- B. CONTRACTOR will provide implementation services and support to include:
1. Set up the SceneThink Events Portal on a subdomain of the COUNTY's website.
  2. Train designated County staff on the use of SceneThink Events Portal, how to generate event calendars, and how to search, sort and filter event information.
- C. CONTRACTOR will provide the COUNTY with non-exclusive License to the SceneThink Events Portal Applications, as follows:
1. One Portal may be incorporated at a subdomain of the COUNTY's main site: <https://www.countyofmonterey.gov/>.
  2. Unlimited calendars may be generated to serve the needs of multiple portions of the COUNTY site.
- D. CONTRACTOR will provide the County the County with Technical Support services remotely over the telephone, electronic mail or online webshare.
1. Technical Support refers to services provided to troubleshoot and resolve issues related to the SceneThink Events Portal on the COUNTY's website.
  2. Technical Support services will be available during the COUNTY's regular business hours of 8:30AM-5:00PM Pacific Time Monday-Friday, excluding public holidays.
  3. Requests for Technical Support services must be approved through County designee.
- E. CONTRACTOR warrants that it has the necessary qualifications, certifications, and experience to set up and support the SceneThink Events Portal.
- F. COUNTY will notify CONTRACTOR of the names, email addresses and telephone numbers of County Management and Staff authorized to request for Technical Support services.

### III. Term of the Agreement

The term of this Agreement shall be from September 1, 2024 to August 31, 2027 unless sooner terminated pursuant to the terms of this Agreement.

### IV. Payment Provisions

A. For the services described in this Agreement, CONTRACTOR shall bill the COUNTY as follows:

Schedule	Service	Unit Price
2024-2025	Set Up	\$500.00
	License fee	2,400.00
	Import of existing events	500.00
	<b><i>Year 1 total</i></b>	<b><i>\$3,400.00</i></b>
2025-2026	License fee	2,400.00
	<b><i>Year 2 total</i></b>	<b><i>\$2,400.00</i></b>
2026-2027	License fee	2,400.00
	<b><i>Year 3 total</i></b>	<b><i>\$2,400.00</i></b>
As-Needed	Services as requested by COUNTY on as-needed basis	<b>\$1,800.00</b>

The payment conditions as specified in Section 6 of the body of this Agreement shall apply. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

B. Invoices shall be e-mailed to the County Contact identified in Section 15.0 of this agreement and to:

Monterey County Information Technology  
Fiscal Administration

Email Address: [193FiscalAdministration@countyofmonterey.gov](mailto:193FiscalAdministration@countyofmonterey.gov)

**EXHIBIT B**  
**ADDENDUM**

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This Addendum modifies and supplements the County of Monterey Agreement for Services (hereinafter “Agreement”) by and between CitySpark, Incorporated, (hereinafter “CONTRACTOR”) and the County of Monterey (hereinafter “COUNTY”). This Addendum has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

**I. ITEM 7.0 Termination** shall be modified to:

After completing the first year of the agreement, the County may terminate for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

**II. ITEM 10.5 Royalties and Inventions** shall be modified to:

COUNTY shall have non-exclusive License to utilize the application as defined in the Statement of Work, Exhibit A.