

**AMENDMENT 4 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT
WITH ICON ENTERPRISES INC. D/B/A CIVICPLUS**

This is Amendment 4 to the Website Development and Hosting Agreement, dated July 22, 2013; as amended by Amendment No. 1, dated May 4, 2015; Amendment No. 2, dated October 19, 2016; and Amendment No. 3, dated May 24, 2019, (together, hereafter “the Agreement”), by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and CivicPlus, LLC, f/k/a Icon Enterprises, Inc., a limited liability company organized under the laws of the state of Kansas (“CivicPlus”) (CivicPlus and County collectively, the “Parties” and each a “Party”).

Whereas, Section 5, Additional Services, of the Agreement states that the County may contract with CivicPlus for additional Annual Services that exceed those defined in Exhibit A of the Agreement by amendment or separate agreement; and

Whereas, Civic Resident and Community Engagement is a core priority for Snohomish County government and thus a key strategic initiative for Snohomish County IT.

Whereas, the County chooses to add CivicOptimize to the Agreement, which will enable residents to engage with and submit or provide input to County departments, offices, and courts.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 4, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. Exhibit F, (“Amendment 4, CivicOptimize Statement of Work”) is added to the Agreement to describe the services added by this Amendment 4 and incorporated herein by this reference.
2. CivicPlus shall activate CivicOptimize upon execution of this Amendment 4, and shall prorate the first year of service fees to coincide with the August 1st date of renewal of existing annual fees.
3. A new table is added to Exhibit B, Compensation, as follows:

Annual CivicPlus Service Fees – Subject to 3% Annual Increase beginning 8/1/2022 New Services shall be prorated for the first term ending 7/31/2022, and co-termed thereafter*		
Description	Term	Fee 8/1/22 – 7/31/23
CivicPlus Snohomish County Public Facing Website Annual Hosting and Maintenance / Support	August 1 to July 31	\$41,643.34
Active Directory Federation Services (ADFS) Annual Fee	August 1 to July 31	\$1,721.05

SSL Certificate Yearly Maintenance for 3 County websites: snohomishcountywa.gov, painefield.com, evergreenstatefair.org plus.	August 1 to July 31	\$344.21
CivicPlus Hosting and Media Storage	August 1 to July 31	\$5,245.09
CivicPlus Platinum Security Services	August 1 to July 31	\$4,911.80
CivicOptimize Starter Service Tier*	August 1 to July 31	\$16,995.00
	Total Fees 8/1/2022 – 7/31/2023	\$70,860.49

4. A new part f is added to Section 34, Warranties, as follows:

Except as otherwise expressly provided in this Agreement, CivicPlus makes no representation or extends any warranty of any kind, either express or implied, to the County with respect to any technology or other subject matter of this Agreement and hereby disclaims all implied warranties of merchantability, fitness for a particular purpose and noninfringement with respect to any and all of the foregoing.

5. A new Section 53 Data, is added to the Agreement as follows:

County agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user’s personal data on any service provided by CivicPlus through CivicOptimize (“the Productivity Services”). County further agrees that CivicPlus has no responsibility for the use or storage of end-users’ personal data in connection with the Productivity Services or the consequences of the solicitation, collection, storage, or other use by County or by any third party of personal data.

Furthermore, County understands and agrees that the County is solely responsible for the content and type of data stored for its end users and/or constituents. CivicPlus implements industry standard data protection for stored data; however, the Productivity Services are not intended to store personally identifiable information (“PII”), personal health information (“PHI”), payment card industry information (“PCI”) or any other financial data. CivicPlus strongly discourages County from soliciting and storing PII and PHI within the Productivity Services and prohibits County from soliciting and storing any PCI or any other financial data within the system. CivicPlus cannot monitor and control County’s actions; therefore, in the event County solicits and stores any PII, PHI, PCI or other financial data, it is at County’s sole discretion and risk. County as the data owner, and not CivicPlus, is solely responsible for the applicable laws and regulations regarding any data breach involving such data, including breach notification and credit monitoring requirements.

6. A new Section, 54, Responsibilities of the Parties, is added to the Agreement as follows:

Subject to Section 33 of the Agreement, CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the County.

CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by County or any entity employed/contracted on the County's behalf. During Project Development for CivicOptimize, County will be responsive and cooperative with CivicPlus to ensure the Project Development for CivicOptimize is completed in a timely manner.

CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy (the "Privacy Policy" found at <https://www.civicplus.com/privacy-policy>). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of County data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by County; or (d) in compliance with our Privacy Policy, CivicPlus will not modify County data or disclose County data, unless specifically directed by County or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without County authorization.

7. A new Section, 29.1, CivicOptimize Intellectual Property, Ownership & Content Responsibility, is added to the Agreement as follows:

Upon full and complete payment of amounts owed for CivicOptimize Project Development under the CivicOptimize SOW, County will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information associated with CivicOptimize ("County CivicOptimizeContent") created by CivicPlus on behalf of County pursuant to this Agreement. "Client CivicOptimize Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content associated with CivicOptimize that County provides or inputs into any website, software or module in connection with any Services. County Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

At any time during the term of this Agreement, County will have the ability to download the County CivicOptimize Content and export the County data through the Services. County may request CivicPlus to perform the export of County data and provide the County data to County in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the Agreement for any reason, whether or not County has retrieved or requested the

County data, CivicPlus reserves the right to permanently and definitively delete the County Content and County data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the CivicOptimize SOW, regardless of the reason for its termination, County will have access to data but will not have access to the Services.

8. A new Section, 30.1, CivicOptimize Intellectual Property, Ownership & Content Responsibility, is added to the Agreement as follows:

Upon completion of the CivicOptimize Project Development, County will assume full responsibility for County Content maintenance and administration. County, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, appropriateness, and intellectual property ownership or right to use of all County Content. County hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the County Content as necessary to provide the CivicOptimize Services. Client represents and warrants that County owns all County Content or that County has permission from the rightful owner to use each of the elements of County Content; and that County has all rights necessary for CivicPlus to use the County Content in connection with providing the CivicOptimize Services.

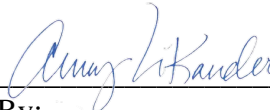
Provided County complies with the terms and conditions herein, the relevant CivicOptimize SOW, and license restrictions set forth in this section, CivicPlus hereby grants County a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with the CivicOptimize SOW.

9. Except as expressly amended by this Amendment 4, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 4 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY:

CIVICPLUS, LLC:


By: _____

Snohomish County Executive

Date

Amy Vikander

Title:

Senior Vice President of Customer Success

Date:

12/14/2021

Approved as to Insurance Provisions:

Risk Management

**CivicPlus**

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

Quote #:

Q-16982-1

Date:

5/20/2021 7:52 AM

Expires On:

12/15/2021

Product:

CivicOptimize

Client:

Snohomish County WA - CivicOptimize

Bill To:

Snohomish County WA - CivicOptimize

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Emily Wehling	x(785) 789-3490	wehling@civicplus.com		Net 30

Exhibit F CivicOptimize - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Productivity Connector Annual Fee (available integrations)	Productivity Connector (NAME integrations) Annual Fee	Renewable
1.00	CivicOptimize Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Productivity Starter Package	Productivity Starter Package	
1.00	Productivity Starter System Annual Fee	Productivity Starter System Annual Fee: 50 staff app users; 15,000 app user submissions / month	Renewable
1.00	CivicOptimize Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Productivity System Set-Up	Productivity System Set-Up: Up to five (5) hours form development (Forms Templates or Custom); App Graphics (Icon & Banner); up to two (2) hours training	
5.00	Productivity Custom Form Development (1h)	Productivity Custom Form Development (1h)	One-time
1.00	Productivity Custom App Banner	Productivity Custom App Banner	One-time
1.00	Productivity System Training (2h, virtual)	Productivity System Training (up to 2h, virtual)	One-time
1.00	Productivity Custom App Icon	Productivity Custom App Icon	One-time
1.00	CivicOptimize Custom IdP Integration (Secondary)	Secondary set up of Custom IdP	One-time
1.00	Productivity Standard Implementation Services	Standard Implementation: The CivicPlus team will document your process workflow, and will work with your team to build, configure, and style your solution. Up to 32 hours services.	One-time

List Price - Year 1 Total if Agreement is executed after 12/31/2021	USD 23,588.00*
Total Investment - Year 1 if Agreement is executed before 12/31/2021	USD 15,338.00*
Annual Recurring Services - Year 2	USD 16,995.00
* New Services shall be pro-rated for the first term ending 7/31/2022	

Total Days of Quote:365

1. This CivicOptimize Statement of Work ("SOW") shall be subject to the terms and conditions of the terms and conditions of the Website Development and Hosting Agreement between the Parties ("MSA"), dated as of July 22, 2013, to which this SOW is hereby attached as the CivicOptimize Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. The Initial Term for this SOW will be effective upon signature of Amendment 4, and will align with Client's current CivicEngageTerm end date of July 31, 2022. This SOW shall be subject to the same annual Renewal Terms as defined by the MSA if those renewal terms are executed by the County
3. The Total Investment - Year 1 shall be prorated from the date of signature and will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
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 3% annual increase beginning in year 2 of service.
5. Client understands CivicPlus shall have no obligation to provide the Services or maintain Client data, information or other material after this SOW is terminated or if Client's accounts are past due and unpaid.
6. Client's use of the Services is subject to the Acceptable Use Policy set forth at <https://www.civicoptimize.civicplus.help/hc/en-us/articles/360046849654-Acceptable-Use-Policy>.
7. Client has reviewed the Service Tier options attached to this SOW as Addendum 1 and understands the features and functionality included with the Client's selected option, the Starter Service Tier. Addendum 1 attached hereto is intended to inform Client of inclusions and limitations of the Starter Service Tier selected. Client relies on its own skill and judgment in selecting the Starter Service Tier and acknowledges that it has received no promise, guarantee, representation, warranty or undertaking regarding profitability or any consequence or benefit to be obtained from the Service.
8. The amounts owed for the Services exclude, and County will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the County is tax-exempt, the County must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by County under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then County agrees to pay for all resulting fines, penalties and expenses.