

**AMENDMENT 5 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT
WITH ICON ENTERPRISES INC. D/B/A CIVICPLUS**

This is Amendment 5 to the Website Development and Hosting Agreement, dated July 22, 2013, as amended by Amendment 1 dated May 4, 2015, and Amendment 2 dated October 19, 2016, Amendment 3 dated May 24, 2019 and Amendment 4 dated December 22, 2021, (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 corporation 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 desires to add one CivicEngage Sandbox site to the Agreement and is considering adding additional Sandbox sites as needed, which will enable the County to develop and test ideas in a non-production environment without impacting the production environment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 5, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. Exhibit G, (“Amendment 5, CivicEngage Sandbox Site - Statement of Work”) is added to the Agreement to describe the services added by this Amendment 5 and incorporated herein by this reference.
2. CivicPlus shall activate 1 (one) CivicEngage Sandbox Site upon execution of this Amendment 5 and shall prorate the first year of service fees to coincide with the date of renewal of existing annual fees.
3. The table in Exhibit B, Compensation, is amended to read 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
CivicPlus CivicEngage Sandbox Site*	August 1 to July 31	\$2,109.44
	Total Fees 8/1/2022 – 7/31/2023	\$72,969.93
Additional CivicPlus CivicEngage Sandbox Site*	Annual fee, prorated based upon PO Date	\$2,109.44

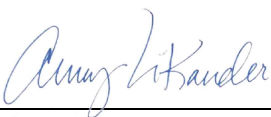
4. Except as expressly amended by this Amendment 5, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 5 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY:

CIVICPLUS:

Snohomish County Executive
Date



By:
Amy Vikander

Title:
Senior VP of Customer Success

Date:
4/5/2022

COUNCIL USE ONLY	
Approved	<u>5/11/2022</u>
ECAF #	<u>2022-0318</u>
MOT/ORD	<u>Motion 22-157</u>

Approved as to Insurance Provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.04.05 13:55:13 -07'00'

Risk Management



CivicPlus

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

Quote #:

Q-22650-3

Date:

2/16/2022 4:40 PM

Expires On:

5/17/2022

Product:

CivicEngage

Client:

Snohomish County WA - CivicEngage

Bill To:

Snohomish County WA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Bryson Hockett	x	bryson.hockett@civicplus.com		Net 30

Exhibit G - CivicEngage Sandbox Site - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Sandbox site - CivicEngage	Sandbox site - CivicEngage	Renewable
Total Investment - Year 1		USD 512.00	
Annual Recurring Services - Year 2		USD 2,109.44	

Total Days of Quote for First Year:92

1. This CivicEngage Sandbox Site Statement of Work ("SOW") shall be subject to the terms and conditions of the Website Development and Hosting Agreement between the Parties ("MSA"), dated July 22, 2013, to which this SOW is hereby attached as the CivicEngage Sandbox Site 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 5 and will align with MSA current Term end date of July 31, 2022. SOW will be subject to the same annual Renewal Terms as defined in the MSA if those renewal terms are executed by the County.
3. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
4. The Total Investment – Year 1 represents the cost of services from May 1, 2022, to July 31, 2022. This amount shall be prorated from the date of signature, if later than May 1, 2022, and will be invoiced upon signing of SOW. Client will pay all invoices within 30 days of the date of invoice.