

**AMENDMENT NO. 1 TO THE WEBSITE DEVELOPMENT AND HOSTING
AGREEMENT FOR CIVICPLUS**

THIS AMENDMENT NO. 1 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT (“Amendment No. 1”) is entered into as of this 4th day of May, 2015, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Icon Enterprises, Inc., d/b/a CivicPlus, a corporation organized under the laws of the state of Kansas (“CivicPlus”).

RECITALS

- A. Whereas, the County and CivicPlus entered into that certain Agreement executed on July 22, 2013, entitled Website Development and Hosting Agreement (“The Agreement”); and
- B. 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
- C. Whereas, the CivicSend module debuted in 2014, and was not available at the time of the original execution of the Agreement; and
- D. Whereas, the County chooses to add the CivicSend integrated module to the existing CivicPlus service in order to obtain the ability to create messages to engage citizens with their County government using a single interface and send them simultaneously through multiple channels and auto post the content to the County’s website, which will save labor hours; and
- E. Whereas, the parties have agreed to amend the Agreement to provide for the software and services to accommodate the successful addition of the CivicSend module.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CivicPlus agree that the Agreement shall be amended as follows:

Section 1. A new section 51 is added to the Agreement as follows:

- 51. Civic Send—The County and CivicPlus agree to add the module CivicSend and its support to the services provided under the Agreement, as of March 18, 2015.

- A. The County will pay a prorated rate of Three Hundred Sixty Nine Dollars and Fourteen Cents (\$369.14) for the initial term for supporting CivicSend, which shall run from March 18, 2015, through July 31, 2015, which includes a fifty (50) percent discount. The County shall pay Nine Hundred and Ninety Five Dollars (\$995.00) for support in Year Two (2), from August 1, 2015, through July 31, 2016, which includes a fifty (50) percent discount. The County shall pay One Thousand, Nine Hundred and Ninety Dollars (\$1,990.00) for Year Three (3) from August 1, 2016, through July 31, 2017.
- B. Each year this module is in use by Snohomish County, CivicPlus may apply a five (5) percent technology investment and benefit fee to the annual cost of this module per the CivicSend Sales Form. CivicPlus shall invoice the CivicSend module as a separate item on the annual invoices to differentiate it as an add-on module.

Section 2. Except as expressly amended in this Amendment No. 1, 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 No. 1 to be duly executed as of the date set forth above.

CIVICPLUS

By: 

Printed Name: Tim Grant, Director of Sales

Date: 20 April 2015

SNOHOMISH COUNTY

By:  **LEND A CRAWFORD**
Executive Director *for*

John Lovick, Snohomish County Executive

Date: 5/4/15

RECOMMENDED FOR APPROVAL

By: _____

A handwritten signature in black ink, appearing to read "G. Andrews", written over a horizontal line.

Gage Andrews, Director, Department of Information Services

Date: _____

4/28/15