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: _____ LENDA CRAWFORD Executive Director for

John Lovick, Snohomish County Executive

Date: 5/4/15

RECOMMENDED FOR APPROVAL

By: _____

Gage Andrews, Director, Department of Information Services

Date: 4/28/15

AMENDMENT NO. 2 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT WITH ICON ENTERPRISES INC. D/B/A CIVICPLUS

This Amendment No. 2 ("Amendment No. 2") to the Website Development and Hosting Agreement, dated July 22, 2013, and as amended by Amendment No. 1 dated May 4, 2015 (together, hereafter "The Agreement"), 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") is entered into as of this 19th day of October, 2016.

RECITALS

A. Whereas, the County and CivicPlus entered into The Agreement on July 22, 2013; 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 County chooses to add Active Directory Federation Services (ADFS) in order to integrate the County's Active Directory single sign-on with CivicPlus for user management and ease of access, and Hypertext Transfer Protocol over Secure Socket Layer (HTTPS) services in order to comply with the County's "HTTPS Everywhere" initiative, and to empower County-sponsored sites to be the authority for County information; and

D. Whereas, Exhibit D, page 22, of the Agreement allows for a CivicPlus Redesign option upon four years of continuous service; and

E. Whereas, the County has requested and CivicPlus has agreed to expedite the CivicPlus Redesign option; and

F. Whereas, the parties have agreed to amend the Agreement to provide for the software and services to accommodate the successful addition of the ADFS and HTTPS and to expedite the CivicPlus Redesign as described in Exhibit D of the Agreement.

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 52 is added to the Agreement as follows:

52. ADFS and HTTPS —The County and CivicPlus agree to add ADFS and HTTPS software services and support to the services provided under the Agreement, as of October 19, 2016.

A. The County shall pay Three Thousand, Six Hundred Dollars ($3,600.00), to be invoiced upon execution of this Amendment, for the implementation and initial term of support for ADFS and HTTPS, which shall run from October 19, 2016, through July 31, 2017. The County shall pay One Thousand Eight Hundred Dollars ($1,800.00) for ADFS and HTTPS support in Year Two (2), from August 1, 2017, through July 31, 2018.

B. Beginning August 1, 2019, CivicPlus may increase the cost of annual maintenance and support by up to five (5) percent each year. PROVIDED, HOWEVER, that the County's obligations after December 31, 2016, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. CivicPlus shall invoice the ADFS and HTTPS software services as separate items on the annual invoices to differentiate them as added services.

Section 2. **Exhibit E, ("**Amendment No. 2, Acquisition Statement of Work"), is added to describe the services added by this Amendment No. 2 and incorporated herein by this reference.

Section 3. The CivicPlus Redesign Option described in Exhibit D, page 22 of The Agreement, is expressly amended to allow for expedited redesign as described in Exhibit E, item number 3.

Section 4. Except as expressly amended by this Amendment No. 2, 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. 2 to be duly executed as of the date set forth above.

CIVICPLUS

By: Tim Grant

Printed Name: Tim Grant

Date: 8/24/2016

SNOHOMISH COUNTY

By: Marcia Isenberg
Deputy Executive

Dave Somers, Snohomish County Executive

Date: 10.19.16

APPROVED AS TO FORM

By: Rebecca Wendling

Deputy Prosecuting Attorney

Date: 8/23/2016

RECOMMENDED FOR APPROVAL

By:

Director, Information Technology Department

Date: 9/7/16

By: Diane Cyboer

Risk Management

Date: 9/8/16

COUNCIL USE ONLY
Approved: 10.11.16
Docfile: D-1

EXHIBIT E

Amendment No. 2, Acquisition Statement of Work:

Services Supporting the CivicPlus Public Internet Web Presence

Three Products/Services Needed:

1. **ADFS Services**
2. **HTTPS Services**
3. **Expedited Redesign of County Website**

Project Overview

The County web presence is hosted by CivicPlus. These services set forth in this Exhibit E are designed to support, secure, and enhance the County's web presence.

The following two Services/protocols shall be acquired from and installed on servers by CivicPlus and hosted by CivicPlus. These are the servers that host and present Snohomish County Web content.

1. **Description: Active Directory Federation Services (ADFS)**

CivicPlus shall install ADFS to allow the integration of the County's Active Directory Services with the vendor-hosted web site. Installation of ADFS will prevent unauthorized usage of the web site and allow for active management of user accounts.

The CivicPlus installation of ADFS will allow the County to offer staff a secure authentication platform with single sign-on, and secure de-provisioning of user accounts.

- This Amendment No. 2 allows for one instance of this service configured by CivicPlus for use by: Main County website

2. **Description: Secure Hypertext Transfer Protocol (HTTPS):**

CiviPlus shall install HTTPS protocol empowering the County to conform to the industry standard "HTTPS Everywhere" effort currently underway. Acquisition of HTTPS ensures that citizens know and can be confident that the web site is the official source information.

- This Amendment No. 2 allows for three instances of this protocol to be configured by CivicPlus for use by:
    - Main County website (snohomishcountywa.gov)
    - Paine Field Airport site (painfield.com)
    - Evergreen State Fair (evergreenstatefair.org)

3. **Expedited Redesign of County Website**

The CivicPlus Master Contract includes a provision for an optional review and redesign of the County website after four years of continuous service. The cost of the redesign is included in the annual service fees paid to CivicPlus. The contract was signed in 2014 and the website redesign was scheduled to be completed in 2018.

CivicPlus shall expedite the website redesign to Q3/4 of 2016. Future website redesigns will return to the original contract schedule. The second website redesign will take place as originally scheduled in calendar year 2020.

AMENDMENT NO. 3 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT WITH ICON ENTERPRISES INC. D/B/A CIVICPLUS

This is Amendment No. 3 ("Amendment No. 3") to the Website Development and Hosting Agreement, dated July 22, 2013, as amended by Amendment No. 1 dated May 4, 2015, and Amendment No. 2 dated October 19, 2016, (together, hereafter "The Agreement"), by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and CivicPlus, 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, the County chooses to upgrade the CivicPlus security level to Platinum Security to better protect the County's website from cyberattacks; and

Whereas, the County chooses to add an additional service to the Agreement, CP Media hosting and storage to provide dedicated hosting for video click-through and up to 500 MB of storage; and

Whereas, The County and CivicPlus have agreed to reduce the annual subscription increase from five (5) percent to three (3) percent; and

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment No. 3, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. Exhibit C, Service Level Agreement, is removed in its entirety and replaced with a new Exhibit C, Service Level Agreement, attached hereto and incorporated herein to the Agreement by this reference,
2. Exhibit A, Statement of Work, the table on page 13 entitled "CivicPlus Functionality (Modules) Included in Acquisition" is replaced with the following: The County shall be

entitled to the use of all Modules and Functionalities included with the CivicEngage Premium subscription.

3. CP Media hosting and Storage shall be activated upon approval of this amendment and prorated to coincide with existing annual fees.
4. The text that reads "Subject to annual 5% increase year 3 and beyond" shall be deleted in Exhibit B, Compensation, "CivicPlus Project Development Estimate" and on page 21 of Exhibit D, Website Redesign and Implementation of a Web Content Management System, "CivicPlus Project Development Estimate."
5. A new table is added to Exhibit B, Compensation, as follows:

Annual CivicPlus Service Fees – Subject to 3% Annual Increase beginning 8/1/20 New Services shall be pro-rated the first term, and co-termed thereafter		
Description	Term	Fee 8/1/19 – 7/31/20
CivicPlus Snohomish County Public Facing Website Annual Hosting and Maintenance / Support	August 1 to July 31	$39,252.85
Active Directory Federation Services (ADFS) Annual Fee	August 1 to July 31	$1,622.25
SSL Certificate Yearly Maintenance for 3 County websites: snohomishcountywa.gov, painefield.com, evergreenstatefair.org plus.	August 1 to July 31	$324.45
CivicPlus Hosting and Media Storage	August 1 to July 31	$4,800.00
CivicPlus Platinum Security Services	August 1 to July 31	$4,495.00
	Total Fees 8/1/19 – 7/31/20	~~$47,194.55~~ 50,494.55

6. Except as expressly amended by this Amendment No. 3, the terms and conditions of the Agreement remain unchanged and in full force and effect.

Signature Page Follows

Exhibit C

Service Level Agreement

Platinum Hosting and Security

Hosting Details

Data Center	• Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	• Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber-attack) • 45 Gb/s burst bandwidth
Disaster Recovery	• Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 4 hours • Guaranteed recovery POINT objective (RPO) of 4 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers

DDoS Mitigation	• Defined DDoS Attack Process
	  ○ Identify attack source
	  ○ Identify type of attack
	  ○ Monitor attack for threshold engagement
	  ○ DDOS Advanced Security Coverage
	  ○ Continuous DDoS mitigation coverage
	  ○ Content Distribution Network support
	  ○ Proxy server support
	  ○ Live User Detection service

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY:

KEN KLEIN
Executive Director

5/22/19 for

Snohomish County Executive
Date

CIVICPLUS:

Kevi Winter

By: Kevi Winter
Title: CFO
Date: 4/2/19

Approved as to Form:

Rebecca Wendling 3/26/2019
Deputy Prosecuting Attorney

Approved as to Insurance Provisions:

Diane Baer
Risk Management

Recommended for Approval:

Teresa Hillman for Veggie Gonda.
Information Technology Director

COUNCIL USE ONLY
Approved: 5.22.19
Docfile: D-4

CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, County will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the CGMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
    - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
    - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month (beginning with the first full month of service) in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9%	1% of one month's fee

CivicPlus will apply any Service Credits only against future payments otherwise due from County. Service Credits will not entitle County to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the County's Agreement, the sole and exclusive remedy for any unavailability, non-performance, or other failure by CivicPlus to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, County must submit a claim by opening a case with Support. To be eligible, the credit request must be received by CivicPlus by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate the claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by CivicPlus and is less than the Service Commitment, then CivicPlus will issue the Service Credit to County within one billing cycle following the month in which the request is confirmed by CivicPlus. Failure to provide the request and other information as required above will disqualify County from receiving a Service Credit.

Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (i.e.: website is down, applications are malfunctioning, etc.), though County may incur support charges for non-emergency requests during off hours (i.e.: basic functionality / usage requests regarding system operation and management). The current discounted rate is $175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist County with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

County requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

County concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	**Maintenance of CivicPlus GCMS®**
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of CivicPlus reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of County or any third party; (iv) that result from County equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within CivicPlus direct control); (v) that result from any maintenance as provided for pursuant to the Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in the CivicPlus Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that make the Primary data center unavailable (defined below) County site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, County will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited to Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that CivicPlus may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by County (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
4 Hours	10% of one month's fee
Recovery Point Objective	**Service Credit Percentage**
4 Hours	10% of one month's fee

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	Amy Vikander
Date	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.

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:

Snohomish County Executive
Date

CIVICPLUS:

By: Amy Vikander

Title: Senior VP of Customer Success

Date: 4/5/2022

Approved as to Insurance Provisions:

_____

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.

AMENDMENT 6 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT WITH CIVICPLUS, LLC f/k/a ICON ENTERPRISES, INC

This is Amendment 6 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, Amendment 4 dated December 22, 2021, and Amendment 5 dated May 12, 2022, (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 Agreement allows access for up to 500 text message subscribers and has reached 99% of that capacity; and

Whereas, the County desires to add one block of 500 SMS text message subscribers to the Agreement.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 6, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. CivicPlus shall activate one (1) additional block of 500 SMS subscribers upon execution of this Amendment 6 and shall prorate the first year of service fees to coincide with the date of renewal of existing annual fees.

2. The Annual CivicPlus Service Fees table in Exhibit B, Compensation, is amended to read as follows:

Annual CivicPlus Service Fees – 3% Annual Increase beginning 8/1/2022 shown below 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 (includes recurring redesign annual fee and 1 Subsite annual hosting, support and maintenance)	August 1 to July 31	$42,892.65
Active Directory Federation Services (ADFS) Annual Fee	August 1 to July 31	$1,772.68
SSL Certificate Yearly Maintenance for 3 County websites: snohomishcountywa.gov, painefield.com, evergreenstatefair.org plus.	August 1 to July 31	$354.54
CivicPlus Hosting and Media Storage	August 1 to July 31	$5,402.44
CivicPlus Platinum Security Services	August 1 to July 31	$5,059.16
CivicOptimize Starter Service Tier	August 1 to July 31	$18,677.51
CivicPlus CivicEngage Sandbox Site*	August 1 to July 31	$2,109.44
CivicPlus CivicEngage One Additional Block of 500 SMS Text Message Subscribers	August 1 to July 31	$973.35
	Total Fees 8/1/2022 – 7/31/2023	**$78,832.05**
Additional CivicPlus CivicEngage Sandbox Site*	Annual fee, prorated based upon PO Date	$2,109.44
Additional Block of 500 SMS Subscribers*	Annual fee, prorated based upon PO Date	$945.00

3. Except as expressly amended by this Amendment 6, 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 6 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY:	CIVICPLUS:
	Amy Vikander
Snohomish County Executive	By: Amy Vikander
Date	Title: Senior VP of Customer Success
	Date: 6/16/2022

Approved as to Insurance Provisions:

Barker, Sheila Digitally signed by Barker, Sheila Date: 2022.06.17 13:41:23 -07'00'

Risk Management

COUNCIL USE ONLY

Approved 7/13/2022

ECAF # 2022-0588

MOT/ORD Motion 22-278

AMENDMENT 7 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT WITH CIVICPLUS, LLC f/k/a ICON ENTERPRISES, INC

This is Amendment 7 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, Amendment 4 dated December 22, 2021, Amendment 5 dated May 12, 2022, and Amendment 6 dated July 14, 2022 (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; and

Whereas, the County desires to add AudioEye Managed, a digital accessibility compliance tool that will enable users of varying abilities to fully access the County's website contents; and

Whereas, the County desires to acquire Design Center Pro, an enhanced integrated website development suite, which will enable the County to create more complex and modernized website content.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 7, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. Exhibit H, ("Amendment 7, AudioEye Managed and Design Center Pro – Statement of Work") is added to the Agreement to describe the services added by this Amendment 7 and incorporated herein by this reference.

2. CivicPlus shall activate AudioEye Managed and Design Center Pro upon execution of this Amendment 7 and shall prorate the first year of service fees to coincide with the date of renewal of existing annual fees.

3. The Annual CivicPlus Service Fees table in Exhibit B, Compensation, is amended to read as follows:

Annual CivicPlus Service Fees – beginning 8/1/2022 shown below New Services shall be prorated for the term ending 7/31/2023, and co-termed thereafter*		
Description	Term	Fee 8/1/22 – 7/31/23
CivicPlus Snohomish County Public Facing Website Annual Hosting and Maintenance / Support (includes recurring redesign annual fee and 1 Subsite annual hosting, support and maintenance)	August 1 to July 31	$42,892.65
Active Directory Federation Services (ADFS) Annual Fee	August 1 to July 31	$1,772.68
SSL Certificate Yearly Maintenance for 3 County websites: snohomishcountywa.gov, painefield.com, evergreenstatefair.org plus	August 1 to July 31	$354.54
CivicPlus Hosting and Media Storage	August 1 to July 31	$5,402.44
CivicPlus Platinum Security Services	August 1 to July 31	$5,059.16
CivicOptimize Starter Service Tier	August 1 to July 31	$16,995.00
CivicPlus CivicEngage Sandbox Site	August 1 to July 31	$2,109.44
CivicPlus CivicEngage One Additional Block of 500 SMS Text Message Subscribers	August 1 to July 31	$973.35
AudioEye Managed SaaS Subscription*	August 1 to July 31	$35,300.00
Design Center Pro Bundle*	August 1 to July 31	$6,783.00
	Total Fees 8/1/2022 – 7/31/2023	**$117,642.26**
Additional CivicPlus CivicEngage Sandbox Site	Annual fee, prorated based upon PO Date	$2,109.44
Additional Block of 500 SMS Subscribers	Annual fee, prorated based upon PO Date	$973.35

4. Except as expressly amended by this Amendment 7, 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 7 to be duly executed as of the date set forth above.

Signature page follows.

SNOHOMISH COUNTY:

Snohomish County Executive
Date

CIVICPLUS:

By: Amy Vikander

Title: Senior VP of Customer Success

Date: 07/15/2022

Approved as to Insurance Provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.07.15 13:42:32 -07'00'

Risk Management

COUNCIL USE ONLY

Approved 8/24/2022

ECAF # 2022-0673

MOT/ORD Motion 22-302

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

Quote #: Q-26187-1
Date: 6/8/2022 1:51 PM
Expires On: 9/6/2022
Product: CivicEngage

Client:
Snohomish County WA - CivicEngage

Bill To:
Snohomish County WA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jenna Druvenga	x	jenna.druvenga@civicplus.com		Net 30

Exhibit H - AudioEye Managed and Design Center Pro - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	AudioEye Managed	AudioEye Managed: (https://snohomishcountywa.gov/)	Renewable
1.00	AudioEye Managed	AudioEye Managed: (https://snohomishcountywa.gov/5214/Treasurer)	Renewable
1.00	AudioEye Managed	AudioEye Managed: (https://www.evergreenfair.org/)	Renewable
1.00	AudioEye Managed	AudioEye Managed: (https://www.painefield.com/)	Renewable
1.00	Design Center Pro Bundle - CivicEngage Central	Includes Annual Subscription, Implementation, and 1 Block of Training (Up to 2 individuals - 4 Hours)	
1.00	Design Center Pro Annual Fee - CivicEngage Central	Design Center Pro Annual Fee	Renewable
1.00	Design Center Pro Implementation - CivicEngage Central	Design Center Pro Implementation	One-time
1.00	Design Center Pro Training (4h, virtual) - CivicEngage	Up to 1/2 day virtual instruction with live instructor. (Pricing per two (2) seats)	One-time

Total Investment - Year 1 (based on anticipated traffic of 20 million monthly impressions)	USD $42,083.00
Overage cost per month per million impressions above and beyond the monthly allotment as set forth in the Appendix A Statement of Work	$52.00

Total Days of Quote:365

1. This AudioEye and Design Center Pro Statement of Work ("SOW") and the Appendix A Statement of Work, attached and incorporated herein by reference, 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 AudioEye and Design Center Pro 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 7 and will align with the MSA current Term end date of July 31, 2023. 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 Total Investment – Year 1 represents the cost of services from August 1, 2022 through July 31, 2023. This amount shall be prorated from the date of execution, if later than August 1, 2022. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW.

4. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW shall be co-termed to align with the Client’s current billing schedule and will subsequently be added to the Client’s Term and regularly scheduled annual invoices under the terms of the Agreement.

5. If Client’s use of the Design Center module results in a loss in website or software function or other issue requiring CivicPlus resources to remedy, Client will be charged an hourly fee of $160 for such resources.

SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order	12 Month Term
Product	**Subscription Cost**
AudioEye Managed - Main Site	$11,300 per domain
AudioEye Manage - Subsite	$8,000 per domain
Total Subscription Cost*	$35,300

*Recurring subscription pricing is subject to an annual 3% increase.

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

The Parties agree pricing herein is included with, and not in addition to, pricing described in Quote # Q-26187-1

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Client
https://snohomishcountywa.gov/ - Main Site
https://snohomishcountywa.gov/5214/Treasurer - Subsite
https://www.evergreenfair.org/ - Subsite
https://www.painefield.com/ - Subsite

STATEMENT OF WORK

APPENDIX A

Package Features / Services

AudioEye Managed

Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an order.

The AudioEye Managed is inclusive of the Features and Services detailed in the table, below.

AudioEye Managed

Features/Services	Details
WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking

Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Manual Assistive Technology Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- Arabic
- Cantonese (Hong Kong S.A.R.)
- Catalan (Catalan)
- Chinese (Taiwan)
- Chinese (People's Republic of China)
- Czech (Czech Republic)
- Danish (Denmark)
- Dutch (Netherlands)
- English (United States)
- English (United Kingdom)
- Finnish (Finland)
- French (France)
- French (Canada)
- German (Germany)
- Greek (Greece)
- Hungarian (Hungary)
- Italian (Italy)
- Japanese (Japan)
- Korean (Korea)
- Norwegian (Norway)
- Polish (Poland)
- Portuguese (Portugal)
- Portuguese (Brazil)
- Russian (Russia)
- Spanish (Spain)
- Spanish (Mexico)
- Swedish (Sweden)

4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

CivicPlus shall ensure that the AudioEye integrated tool bar meets the following functionality and deliverables:

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

5. ASSUMPTIONS

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with

Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

AudioEye will be activated within one week (seven days) of the execution of Amendment 7.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

6. CLIENT RESPONSIBILITIES

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of Amendment 7, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client, through CivicPlus, overage fees as stated in Exhibit H - AudioEye Managed and Design Center Pro - Statement of Work, to be billed at the end of the current month, in which the overage occurred: $52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

AMENDMENT 8 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT WITH CIVICPLUS, LLC f/k/a ICON ENTERPRISES, INC

This is Amendment 8 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, Amendment 4 dated December 22, 2021, Amendment 5 dated May 12, 2022, Amendment 6 dated July 14, 2022, and Amendment 7 dated August 26, 2022 (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, Civic Resident and Community Engagement continues to be a core priority for Snohomish County government and thus a key strategic initiative for Snohomish County IT; and

Whereas, Section 7 of the Agreement states that the County may extend the Agreement for Two (2) additional five (5) year terms by providing written notice to CivicPlus; and

Whereas, the current term expires on July 31, 2023, and the County wishes to execute the second additional five (5) year term beginning August 1, 2023 and ending July 31, 2028.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 8, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. The Annual CivicPlus Service Fees table in Exhibit B, Compensation, is amended to read as follows:

Annual CivicPlus Service Fees – beginning 8/1/2023 shown below (before applicable Washington State sales tax) (subject to 3% annual increase beginning 8/1/2024)		
Description	**Term**	**Service Fees 8/1/2023 – 7/31/2024**
CivicPlus Snohomish County Public Facing Website Annual Hosting and Maintenance / Support (includes recurring redesign annual fee and 1 Subsite annual hosting, support and maintenance)	August 1 to July 31	$44,179.43
Active Directory Federation Services (ADFS) Annual Fee	August 1 to July 31	$1,825.86
SSL Certificate Yearly Maintenance for 3 County websites: snohomishcountywa.gov, painefield.com, evergreenstatefair.org plus	August 1 to July 31	$365.18
CivicPlus Hosting and Media Storage	August 1 to July 31	$5,564.51
CivicPlus Platinum Security Services	August 1 to July 31	$5,210.93
CivicOptimize Starter Service Tier	August 1 to July 31	$17,504.85
CivicPlus CivicEngage Sandbox Site	August 1 to July 31	$2,172.72

CivicPlus CivicEngage One Additional Block of 500 SMS Text Message Subscribers	August 1 to July 31	$1,002.55
AudioEye Managed SaaS Subscription	August 1 to July 31	$36,359.00
Design Center Pro Bundle	August 1 to July 31	$5402.35
	Total Service Fees 8/1/2023 – 7/31/2024	**$119,587.38**
Optional Service Fees		
Additional CivicPlus CivicEngage Sandbox Site	Annual fee, prorated based upon PO Date	$2,109.44
Additional Block of 500 SMS Subscribers	Annual fee, prorated based upon PO Date	$973.35

2. Except as expressly amended by this Amendment 8, 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 8 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY:

Snohomish County Executive
Date

Ken Klein
Executive Director

CIVICPLUS:

By: Amy Vikander

Title: Senior VP of Customer Success

Date: 11/29/2022

Approved as to Insurance Provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.12.16 09:24:03 -08'00'

Risk Management

COUNCIL USE ONLY

Approved 1/25/2023

ECAF # 2022-1244

MOT/ORD Motion 22-553

AMENDMENT 9 TO THE WEBSITE DEVELOPMENT AND HOSTING AGREEMENT WITH CIVICPLUS, LLC f/k/a ICON ENTERPRISES, INC

This is Amendment 9 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, Amendment 4 dated December 22, 2021, Amendment 5 dated May 12, 2022, Amendment 6 dated July 14, 2022, Amendment 7 dated August 26, 2022, and Amendment 8 dated January 25, 2023 (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, Civic Resident and Community Engagement continues to be a core priority for Snohomish County government and thus a key strategic initiative for Snohomish County IT; and

Whereas, the County desires to acquire and implement CivicPlus Chatbot, an artificial intelligence (AI) tool for use on its website; and

Whereas, the increased cost to the Agreement for CivicPlus Chatbot implementation and subscription fees from January 1, 2026 through July 31, 2026 shall not exceed Nine Thousand Seven Hundred Ninety-One Dollars and Sixty-Seven Cents ($9,791.67) plus applicable sales tax.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 9, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. Exhibit I, Chatbot Statement of Work is added to the Agreement to describe the services added by this Amendment 8 and incorporated herein by this reference.

2. The Annual CivicPlus Service Fees table in Exhibit B, Compensation, is amended to read as follows:

Annual CivicPlus Service Fees (before applicable Washington State sales tax) (subject to 3% annual increase beginning 8/1/2026)		
Description	**Term**	**Service Fees**
CivicPlus Snohomish County Public Facing Website Annual Hosting and Maintenance / Support (includes recurring redesign annual fee and 1 Subsite annual hosting, support and maintenance)	August 1, 2025 to July 31, 2026	$46,869.95
Active Directory Federation Services (ADFS) Annual Fee	August 1, 2025 to July 31, 2026	$1,937.05
SSL Certificate Yearly Maintenance for 3 County websites: snohomishcountywa.gov, painefield.com, evergreenstatefair.org plus	August 1, 2025 to July 31, 2026	$387.41
CivicPlus Hosting and Media Storage	August 1, 2025 to July 31, 2026	$5,903.38
CivicPlus Platinum Security Services	August 1, 2025 to July 31, 2026	$5,528.28
CivicPlus CivicEngage Sandbox Site	August 1, 2025 to July 31, 2026	$2,305.05

CivicPlus CivicEngage One Additional Block of 500 SMS Text Message Subscribers	August 1, 2025 to July 31, 2026	$1,063.61
AudioEye Managed SaaS Subscription	August 1, 2025 to July 31, 2026	$38,573.28
Design Center Pro Bundle	August 1, 2025 to July 31, 2026	$5731.35
48 Month Redesign Premium Annual	August 1, 2025 to July 31, 2026	$0.00
Subtotal Existing Annual Service Fees	**August 1, 2025 to July 31, 2026**	**$108,299.36**
CivicPlus Chatbot Prorated Year 1 Subscription	January 1, 2026 to July 31, 2026	$7,291.67
New Total Annual Service Fees	**August 1, 2025 to July 31, 2026**	**$115,591.03**

Optional Service Fees		
Additional CivicPlus CivicEngage Sandbox Site	Annual fee, prorated based upon PO Date	$2,109.44
Additional Block of 500 SMS Subscribers	Annual fee, prorated based upon PO Date	$973.35

3. Except as expressly amended by this Amendment 9, 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 9 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY:

Snohomish County Executive Director
Date

CIVICPLUS:

By:
Amy Vikander

Title:
Senior Vice President of Customer Success

Date:
12/17/2025

Approved only as to form:

Wendling, Rebecca Digitally signed by Wendling, Rebecca
Date: 2025.12.17 11:42:57 -08'00'

Deputy Prosecuting Attorney Date

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

Exhibit I – Chatbot: Statement of Work

Quote #: Q-109853-1
Date: 10/15/2025 4:35 PM
Expires On: 12/31/2025

Client:
Snohomish County, WA

Bill To:
SNOHOMISH COUNTY, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Drew Anderson	(203) 349-6549	drew.anderson@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	Cost
1.00	CivicPlus Chatbot Implementation	CivicPlus Chatbot Implementation, including access, onboarding, review of backend settings, and assistance with configuration and training.	USD 2,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	Cost
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	USD 12,500.00

Annual Recurring Subscription Pro-rated Year 1 1/1/2026-7/31/2026	USD 7,291.67
Total Initial Investment - Prorated Year 1 1/1/2026-7/31/2026	USD 9,791.67
Annual Recurring Services (Subject to annual increase 8/1/2026)	USD 12,500.00

Total Days of Quote:212

Initial Term	Beginning 1/1/2026 and ending 7/31/2026, Renewal Term 8/1 each calendar year
Initial Term Invoice Schedule	100% of Total Initial Investment invoiced upon signature of Amendment 9.

1. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW shall be prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Website Development and Hosting Agreement between the Parties (the "Agreement").

2. This Chatbot Statement of Work ("SOW") shall be subject to the terms and conditions of the Agreement, dated July 22, 2013, to which this SOW is hereby attached as the Chatbot Statement of Work as well as the Chatbot terms and conditions in section 6 of this SOW.

3. The Initial Term for this SOW shall be effective on January 1, 2026 and shall align with the Agreement current Term end date of July 31, 2026.

4. By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

5. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined in the Agreement

6. Chatbot Terms and Conditions

   The Customer understands that the Chatbot Services are not intended to collect, and CivicPlus discourages the Customer from soliciting and collecting, any personally identifiable information ("PII"), protected health information ("PHI"), payment card industry information ("PCI") or any other financial data from its users. CivicPlus cannot monitor and control the Customer's actions; therefore, in the event the Customer solicits and stores any personally identifiable information ("PII"), protected health information ("PHI"), payment card industry information ("PCI"), or other financial data, it is at the Customer's sole discretion and risk. The Customer 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.

   The Customer understands that the Services must crawl over the Customer's entire site and scrape information for successful performance. The Customer shall be solely responsible for obtaining permission from any third party whose content may be crawled and/or scraped by the usage of the Services. In no event shall CivicPlus be liable to the Customer or any third-party, for any claim, action, liability, or damages, arising out of or related to the Services crawling over and/or scraping any third-party system and/or content. The cost of the Services listed in the applicable SOW is for one domain, limited to ten crawled websites, if the Customer requires more domains or crawled websites, the Customer should reach to the Customer's designated CivicPlus representative. CivicPlus and Frase, Inc. shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning the Customer data and data derived therefrom),and CivicPlus and Frase, Inc. will be free (during and after the term hereof) to:

   1. use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings, and

   2. disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

   CivicPlus shall not be responsible or liable for the content of messages created by the Customer, or by end-users who access the Service.