

**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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> ○ 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

CIVICPLUS:

KKL 5/22/19 for
Snohomish County Executive
Date

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

Approved as to Form:

Rebecca Wendling 3/26/2019
Deputy Prosecuting Attorney

Approved as to Insurance Provisions:

Shirley Baer
Risk Management

Recommended for Approval:

Sherif Hellman for Veggo Gordi
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

Less than 99.9%

Service Credit Percentage

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

4 Hours

Service Credit Percentage

10% of one month's fee

Recovery Point Objective

4 Hours

Service Credit Percentage

10% of one month's fee

