

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. **Retention of Consultant - Scope of Work.** The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. **Completion of Work.** The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

**page 8 – Consulting Services Agreement, Non-Public Work
City of Redmond, standard form**

**IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the
day and year first above written.**

CONSULTANT:

CITY OF REDMOND:

By: _____
Title: _____

John Marchione, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

EXHIBIT 1
All Contract Negotiated Terms
For the Non-Public Works Consulting Services Agreement and Pricing

Add language to the Consulting Services Agreement regarding data ownership:

Upon the launch of website or service, Client (City of Redmond) will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement) and will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Upon termination or non-renewal CivicPlus shall provide the Customer Content to Client through an FTP or physical flash drive.

Services Contract Section 6:

See Exhibit 4 for substitution of language

Services Contract Section 14:

Change 10 days' notice to 60 days' notice of termination

Services Contract Section 20:

Exclude WA sales tax from this section

Within the Pricing (Exhibit 2) and Payment Structure (Exhibit 3):

Change all annual 5% increase mentions to a 3% increase for hosting, support and maintenance services

Exhibit 2: Pricing Methodology

Year 1 Investment

\$85,945

Website Design, Development & Deployment

- CivicEngage Content Management System (including upgrades, hosting, maintenance & support)
- Migration of up to 1,500 pages for url: www.redmond.gov
- Platinum Hosting & Security Upgrade for www.redmond.gov

Professional Consulting Services & Training

- 4 Days On-Site CivicAdvise Consulting (travel costs included)
- 4 Days On-Site Implementation Training for up to 12 Staff Members (travel costs included)
- 2 Days Web-Based Post-Go Live Refresher Training for up to 6 Staff Members/Session

Projects Enhancements & Functionality

- | | |
|---------------------------------------|---|
| ■ MobileAdmin App (with Alert Center) | ■ ADFS Integration |
| ■ Design Center Pro | ■ 1 SSL Certificate for URL www.redmond.gov |

Year 2 & Beyond - Annual Hosting/Maintenance

\$11,590

Receive maximum benefit at minimal cost while protecting your investment. Each year of your contract, you'll receive system enhancements, maintenance and optimization and have full access to our support staff so your site stays up-to-date with our latest features and functionality. Your annual services fee includes redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, and access to the CivicPlus community. Annual Hosting/Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3.

Project Investment

CivicPlus prices on a per project basis. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective. We have presented the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality of work outside of the original project scope is requested.

Redesign Guarantee

At the end of your fourth year of continuous service with us, you are eligible to receive a basic website redesign with no further out-of-pocket expense. Keep your website fresh, innovative and up-to-date!



Addendum 1 to Exhibit 2 – Platinum Hosting, Support and Service Level Agreement

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<ul style="list-style-type: none">• Continuous DDoS mitigation coverage• Content Distribution Network support• Proxy server support• Live User Detection service

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 (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: 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 Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

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

Client 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

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, you 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 GCMS, 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

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you 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 Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us 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, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us 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 your claimed outage.

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

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 our 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 you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our 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) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you 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 Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we 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 you (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

Exhibit 3: Payment Structure

1. The Year 1 Investment will be invoiced at the completion of the following phases as defined in Exhibit 4:
 - a. Completion of Phase 2: Design Presentation – one half of the Year 1 Investment¹.
 - b. Completion of Phase 4: Website Review & Training – the remaining half of the Year 1 Investment.
2. Annual Hosting/Maintenance shall be invoiced on the date of signature of relevant calendar years, beginning 1 year (12 months) from signing. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 1 to this Exhibit 2 and shall be subject to a 5% annual increase beginning in 3 years (36 months) from signing.

EXHIBIT 4
Substitute Paragraph #6
For Non-Public Works Consulting Services Agreements

6. Ownership of Work Product. In performance of the CONSULTANT's obligations under this Agreement, the CITY or the CONSULTANT may receive access to intellectual property (including, but not limited to, knowhow and software) ("Intellectual Property") owned, controlled, or licensed by the other party or a third party ("Owner"). With respect to said Intellectual Property, the CITY and the CONSULTANT agree as follows:

A. Intellectual Property (including derivative works thereof, regardless of authorship) owned, controlled, or licensed by an Owner before commencement of the Scope of Work shall remain the property of the Owner;

B. Subject to subparagraphs A and D hereof, any Intellectual Property (other than derivative works of the CITY's Intellectual Property) developed in connection with this Agreement shall be owned by the CONSULTANT;

C. Upon payment of all amounts due under this Agreement, the CONSULTANT shall be deemed to have granted the CITY a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license as to the deliverables identified in the Scope of Work in source and object code form, including all intellectual property and other proprietary rights incorporated therein or embodied thereby. The CITY shall have the right to make, use, reproduce, disclose, modify, adapt, create derivative works based thereon, translate, distribute directly and indirectly, transmit, display, and perform publicly such work for its own internal, non-commercial uses;

D. Except as provided herein, neither party hereto may use, copy, publish, or disclose an Owner's Intellectual Property to others or authorize others to copy, publish, or disclose such Intellectual Property without the Owner's prior written approval; and

E. Nothing contained in this Paragraph shall affect or modify the CITY's obligation to disclose public records under Chapter 42.17 RCW or other applicable law. Provided, however, that the CONSULTANT may mark any documents furnished to the CITY under the following:

NOTICE: The information herein has been prepared for the use of the City of Redmond, Washington and no others, and is disclosed solely as required under Chapter 42.17 RCW or other applicable law. The information contains data that is copyright by © _____, all rights reserved, and as such shall not be used by or disclosed outside the original recipient of this disclosure. Recipient may not use the information to provide services to any other person or entity for a fee or other consideration.

EXHIBIT _____
INSURANCE ADDENDUM

THIS ADDENDUM modifies the provisions of the (check one): ____ General Services Agreement, ____ Non-Public Work Consultant Agreement, ____ Instructional Services Agreement, ____ Social/Community Services Agreement, ____ Short Term Facility Agreement, ____ Fixed Asset Loan Agreement, ____ Three Party Consultant Agreement (hereinafter "the Agreement") or ____ Public Work Consultant Agreement entered into between the parties on _____, ____.

THE UNDERSIGNED PARTIES agree to modify paragraph 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement), 9 (if Short Term Facility Agreement), 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) as follows (check all applicable items):

- ____ The general public liability and property damage insurance limit is increased/reduced to \$ _____ (insert amount).
- ____ The professional liability insurance amount is increased/reduced to \$ _____ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.
- ____ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.
- ____ The insurance provisions are otherwise modified as follows:

Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/ consultant.

DATED _____, ____.

CITY OF REDMOND

CONTRACTOR/CONSULTANT

MAYOR JOHN MARCHIONE

By: _____
Title: _____

ATTEST/AUTHENTICATED:

**APPLICANT (IF THREE PARTY
CONSULTANT AGREEMENT**

CITY CLERK, CITY OF REDMOND

By: _____
Title: _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

APPROVED:

RISK MANAGER, CITY OF REDMOND



CITY OF REDMOND - WASHINGTON

BUSINESS LICENSE

Business Location:

302 SOUTH 4TH STREET, SUITE 500, MANHATTAN, KS
66502

Number: RED18-000656

Issued: 01/01/2018

Expires: 12/31/2018

CivicPlus, Inc

302 South 4th Street, Suite 500
Manhattan, KS 66502

This is to certify that the company shown above has complied with requirements for transaction of

Website design, development, hosting and maintenance, software as a service

Subject to any conditions listed below

- Your license expires on December 31 of the calendar year the business license is issued unless otherwise indicated or revoked.
- A renewal notice will be provided at the end of December. It is the business owner's responsibility to keep the address/contact information on record current.
- If you are no longer in business under the business name indicated on this license please notify the City Business License office in writing.

Business licenses are non-transferable, subject to provisions of City ordinances.
This license must be posted in a conspicuous place at the business location.



City of Redmond 15670 NE 85th Street, Redmond, WA 98052
businesslicense@redmond.gov - 425-556-2193 - www.redmond.gov/BusinessLicense

This timeline has been prepared as an example. A project timeline will be prepared for you based on your needs and current available resources at the time your signed contract is received and may vary from this version.

Project Timeline for Redmond WA

INITIATE	
CONTRACT RECEIVED Wednesday, August 1, 2018 Final, signed contract received by CivicPlus	PROJECT KICKOFF MEETING TBD WEEK OF Monday, August 6, 2018 Project Manager will set the expectations for the website implementation process, assign client deliverables / due dates and collaborate with the client to understand goals for the project.
ANALYZE	
PROJECT DELIVERABLES DUE Friday, September 7, 2018 End of Day Submit photos for website design / complete online forms / provide analytics	DESIGN & CONFIGURATION STRATEGY CONSULTING TBD WEEK OF Monday, September 10, 2018 4 days of onsite design and content strategy for meeting preparation and department overview.
DESIGN DISCOVERY & CONTENT MEETING TBD WEEK OF Monday, September 10, 2018 Designer will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design. Web Content Specialist will provide an overview of the content development process, assign tasks for content preparation and record content specifications.	ADFS CONFERENCE MEETING TBD WEEK OF Monday, September 17, 2018 ADFS Conference call with all parties that will be involved with ADFS setup to define roles, set expectations and provide a project overview.
DESIGN DISCOVERY & CONFIGURATION STRATEGY MEETING TBD WEEK OF Monday, September 24, 2018 Present findings from your current state analysis, as well as present our recommended website design and content build strategy for your team.	MOODBOARD PROPOSAL & APPROVAL Monday, October 1, 2018 End of Day Client will submit the Mood Board Approval Form to indicate confirmation of final Mood Board.
DESIGN & CONFIGURE	
CONTENT CUTOFF DATE Friday, October 26, 2018 End of Day !!! Content development begins; NO content changes on your current website will be transferred to your new website !!!	WEBSITE REVEAL MEETING TBD WEEK OF Monday, November 12, 2018 CivicEngage team will present the completed website, including finished design and content.
DESIGN CONCEPT REVIEW & APPROVAL Monday, December 10, 2018 End of Day Completed changes will be returned to client for any additional feedback or approval.	ADFS SET UP / PLATINUM SECURITY & DNS MEETING TBD WEEK OF Monday, December 17, 2018 Systems Engineer and client will ensure ADFS relying party trust is setup and complete testing.
DESIGN APPROVAL DUE Monday, December 17, 2018 End of Day Complete approval form for website design	

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OPTIMIZE
WEBSITE FINALIZATION
Friday, January 4, 2019
End of Day
Client will evaluate the completed production website and confirm all expectations were met in accordance with the Statement of Work / project contract.

EDUCATE
TRAINING
TBD WEEK OF
Monday, January 7, 2019
4 days of onsite system training

LAUNCH	
WEBSITE LAUNCH PREPARATION	WEBSITE APPROVAL DUE
Monday, January 14, 2019	Monday, January 28, 2019
End of Day	End of Day
CivicEngage team will collaborate with client to complete final requirements in preparation for Website Launch.	Client will submit the Website Approval Form to indicate statement of work has been fulfilled.

WEBSITE LAUNCH	MOBILE APP STORE SUBMISSION
TBD WEEK OF	Friday, February 8, 2019
Monday, February 4, 2019	End of Day
The new website is scheduled to be made available to the public with live domain name.	Upon website launch, Project Manager will submit the app to app stores.

COLOR KEY	
MEETING	CIVICPLUS ACTION ITEM
DUE DATE FOR YOU	ACTION ITEM FOR YOU
TRAINING	WEBSITE LAUNCH

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