

**CivicPlus**

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

Quote #:**Date:****Expires On:**

Statement of Work

Q-101292-1

5/28/2025 1:59 PM

9/30/2025

Client:

City of Everett, WA

Bill To:

EVERETT CITY, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sales Operations		salesops@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	CivicPlus Payments	CivicPlus Payments to be applied to product	USD 0.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Recreation Management Annual Renewal	Recreation Management Annual Renewal	USD 13,000.00
1.00	CivicPlus Payments - Merchant Fees (MFTCPA)	Per Tran .30 ACH 1% ACH Max \$5 ACH Reject \$15 CC 3% AMEX 3.5% Dispute \$15	USD 0.00

Total Investment - Initial Term	USD 13,000.00
Annual Recurring Services (Subject to Uplift)	USD 13,000.00

Initial Term	8/29/2025 - 8/28/2026, Renewal Term 8/29 each calendar year
Initial Term Invoice Schedule	100% Invoiced on Initial Term Start Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement signed between the Parties on December 30, 2022 and the applicable Solution and Services terms and conditions attached to this SOW (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

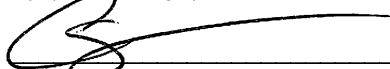
Acceptance of Quote # Q-101292-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):



Printed Name:

Cassie Franklin

Title:

Mayor

Date:

12/10/2025

CivicPlus

By (please sign):



Printed Name:

Amy Vikander

Title:

Sr. VP of Customer Success

Date:

12/09/2025

Organization Legal Name:

City of Everett

Billing Contact:

Kevin Walser

Title:

IT Project Manager

Billing Phone Number:

425-257-8663

Billing Email:

itnotices@everettwa.gov

Billing Address:

2930 Wetmore AVE STE 6A

Everett, WA 98201

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus Payments Processing Agreement: For Embedded Payments

This CivicPlus Payments (CivicPlus Platform) Payment Processing Agreement (this Agreement), is effective as of the date of the Customer's signature on the applicable SOW (Effective Date). In this Agreement, for consistency and ease of review, the Customer is referred to as the **Merchant**.

1. **Processing Services.** In addition to our hosted software as a service solutions and any other related services offered by CivicPlus, the CivicPlus CivicPlus Platform offers embedded payments processing services, which include credit card, debit card, ACH, and other payment processing services, as may be offered from time-to-time (collectively the **Processing Services**).
2. **Fees and Taxes.** Related to the Processing Services, CivicPlus will charge, via the Payment Processor, the Merchant the fees listed on the applicable CivicPlus Platform SOW signed by the Merchant (**Processing Fees**). All Processing Fees payable under this agreement are exclusive of taxes.
3. As a condition of CivicPlus enabling CivicPlus Platform Processing Services, Merchant agrees to provide CivicPlus with accurate and complete information related to the Merchant's use of the Platform Processing Services via the CivicPlus Payments Onboarding form (the **Onboarding Form**) and authorizes CivicPlus to share such information and transaction information with the CivicPlus embedded payment processor, Rainforest (**Payment Processor**) pursuant to our Privacy Policy. Transaction information from payors will be collected for processing of transactions by the Payment Processor in accordance with the Payment Processor's terms applicable to the payments, set forth below. Merchant shall inform CivicPlus, in writing, of any changes to the information provided on the Merchant's Onboarding Form. With respect to the Bank Account information, Merchant is solely responsible for making such changes expeditiously on the appropriate change request form provided by CivicPlus; any modifications to the Bank Account information provided must be signed by an authorized signer.
4. **Fair use policy:** CivicPlus may increase the Card Transaction Volume Fee or Transaction Per Item Fee listed on the applicable CivicPlus Platform SOW if the Merchants:
 - a. American Express credit card payment dollar volume exceeds twenty percent (20%)
 - b. Corporate credit card payment volume exceeds ten percent (10%) of total monthly credit card payments

- c. Credit card payments for transactions amount greater than one thousand dollars (\$1,000.00) exceed three percent (3%) of total monthly credit card payments. Such increases shall become effective only after CivicPlus has provided Merchant written notice setting forth the changes.
5. **Payment Processor Processing Terms and Conditions.** By using the Processing Services, the Merchant further agrees to the Payment Processor's Processing Terms and Conditions available at <https://legal.rainforestpay.com/processingterms>, which may be amended at any time on notice. For the sake of transparency, these processing terms and the reserved right for amendment are non-negotiable due to the nature of payment processing services. The Merchant must ensure that all payment-related activities carried out through the Processing Services meet the requirements of PCI DSS. For the sake of clarity, the Merchant shall not solicit payment data from its end-users anywhere outside of the CivicPlus Platform portal.
6. **Term.** The term of this Payment Processing Agreement is set forth on the Merchant's applicable CivicPlus Platform SOW.
7. **No Liability.** In no event shall the CivicPlus Platform be liable to the Merchant for any claims, losses, or damages resulting from:
 - Merchant's non-compliance with these terms, the Payment Processor's Processing Terms and Conditions, or regulatory requirements (for example, PCI DSS, AML (Anti-Money Laundering), KYC (Know Your Customer)).
 - Security breaches or data loss occurring within the Merchant-controlled systems.
 - Fraudulent activities related to the Merchant's use of the CivicPlus Platform, including chargebacks, fraud, or misuse of payment data.
8. **Financial Liability & Transaction Fees**
 - If the Merchant account experiences excessive chargebacks or fraudulent activities, CivicPlus reserves the right to assess additional fees or terminate the agreement with immediate effect. For all additional CivicPlus Platform fee increases, CivicPlus will provide the Merchant with 30 days written notice of any fee modifications before the changes take effect. For all foregoing Platform fee increases, the Merchant shall have 60 days after the fee modifications become effective to contest the changes. If the Merchant does not notify CivicPlus of their disapproval within this 60-day period, the changes will be deemed accepted by the Merchant.

- The CivicPlus Platform will deduct all fees owed under the SOW prior to disbursing any remaining amounts to the Merchant. If specifically requested by the Merchant, CivicPlus may, in its sole discretion, switch the Merchant from net funding to gross funding in the Platform; in such event, CivicPlus may establish a reserve fund or security deposit from the Merchant to mitigate risks of chargebacks or disputes. If, under gross funding, CivicPlus's attempts to debit fees owed from the Merchant's account are unsuccessful, CivicPlus reserves the right to switch the Merchant from gross funding to net funding in the Platform.

9. **Termination for Cause.** CivicPlus may terminate or suspend CivicPlus Platform Processing Services if:

- The Merchant violates these terms, the Payment Processor's Processing Terms and Conditions, or any compliance or regulatory obligations.
- Fraudulent activity or data security breaches are detected on the Merchant account.
- Merchant fails to adhere to underwriting requirements or risk management protocols.

10. **Amendments to Risk Policies.** CivicPlus reserves the right to update or modify risk management policies and procedures, including security protocols and compliance requirements, to align with evolving industry standards or legal obligations. The Merchant agrees to comply with such updates upon reasonable notice.

Recreation Management (CivicRec) Terms

The Customer's Annual Recurring Services Fees agreed upon in the applicable Statement of Work ("SOW") are based on the Customer processing volume of revenue per year in the last reportable year prior to the Customer procuring the Services, as communicated to CivicPlus at time of purchase ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit the Customer once every twelve (12) months to determine the Customer's actual processing volume ("Actual Processing Volume"). In the event the Customer's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify the Customer within thirty (30) days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.



**ADDENDUM
(CLOUD/OFFSITE HOSTING)**

Vendor:	CivicPlus
Agreement:	Statement of Work Q-101292-1

The City of Everett (City) and Vendor are parties to the Agreement as shown in the table above. Regardless of anything to the contrary in the Agreement, the Vendor agrees as follows:

1. **Compliance Requirements:** Intentionally omitted.
2. **Data Ownership:** Intentionally omitted. Refer to Master Services Agreement for details.
3. **Confidentiality:** Vendor shall protect the confidentiality of City data and shall not disclose any City data to any third party without the City's prior written consent. Vendor shall maintain appropriate security measures to protect City data from unauthorized access, use, or disclosure.
4. **Data Protection:** Protection of personal privacy and sensitive data shall be an integral part of the business activities of Vendor to ensure that there is no inappropriate or unauthorized use of City data at any time. To this end, Vendor shall safeguard the confidentiality, integrity, and availability of City data and comply with the following conditions:
 - a. Intentionally omitted.
 - b. At no time shall any identifiable data or processes which solely belongs to the City or its officers, agents, or employees, be copied, disclosed, or retained by Vendor or any party related to Vendor for subsequent use unless such use is authorized by the City in writing.
5. **Data Location:** Vendor shall not store or transfer non-public City data outside of the United States. This includes backup data and disaster recovery locations. Vendor will permit its personnel and contractors to access City data remotely only as required to provide technical support.
6. **Encryption:**
 - a. Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - b. For engagements where Vendor stores sensitive personally identifiable or otherwise confidential information collected through encrypted forms, this data shall be encrypted at rest. Examples of such information include without limitation: social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. Vendor's encryption shall be consistent with validated

cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be agreed to by City and Vendor technical staffs.

Additional verbiage intentionally omitted.

7. **Breach Notification and Recovery:** The City requires public breach notification when citizens' personally identifiable information is lost or stolen. Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. Vendor will provide notification within 72 business hours, unless otherwise directed by law enforcement, and all communication shall be pre-coordinated with the City. When Vendor or Vendor's subcontractors are solely responsible for the loss, Vendor shall bear all costs associated with the investigation, response and recovery from the breach, including credit monitoring services with a term of at least three years, mailing costs, website, and toll free telephone call center services, subject to the terms of the Master Services Agreement.
8. **Notification of Legal Requests:** Vendor shall notify the City upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way requires access to, the data of the City. Vendor shall not respond to subpoenas, service of process, and other legal requests related to the City without first notifying the City and providing the City a reasonable opportunity to respond, unless prohibited by law from providing such notice and opportunity.
9. **Termination and Suspension of Service:** In the event of termination or expiration of the Agreement, Vendor shall implement an orderly return of City data in CSV or XML or another mutually agreeable format. Vendor shall guarantee the subsequent secure disposal of City data.
 - a. *Suspension of services:* During any period of suspension or contract negotiation or disputes, Vendor shall not take any action to intentionally erase any City data.
 - b. *Termination or Expiration of any Services or Agreement in entirety:* After termination, Vendor shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, dispose of all City data in its systems or otherwise in its possession or under its control as specified in section 9.d below.
 - c. *Post-Termination Assistance:* Intentionally omitted.
 - d. *Secure Data Disposal:* When required under section 9.b above, Vendor shall destroy all identifiable data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods, and certificates of destruction shall be provided to the City.

- 10. Background Checks:** Vendor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Agreement who have been convicted of any crime of dishonesty, including, but not limited to, criminal fraud. Vendor shall promote and maintain awareness of the importance of securing the City's information among Vendor's contractors, employees and agents.
- 11. Data Dictionary:** Intentionally omitted.
- 12. Security Logs and Reports:** Intentionally omitted.
- 13. Contract Audit:** Vendor shall allow the City to audit conformance to Agreement terms and system security as appropriate. The City may perform this audit or contract with a third party at its discretion at the City's expense. Such reviews shall be conducted with at least 30 days advance written notice, shall not unreasonably interfere with Vendor's business, and shall be conducted no more frequently than once per twelve months.
- 14. Subcontractor Disclosure:** Intentionally omitted.
- 15. Third-Party Vendors:** Vendor may use third-party vendors to provide services to City. Vendor must ensure that any third-party vendor is also SOC2 compliant.
- 16. Business Continuity:** Vendor will maintain a comprehensive continuity of operations plan consistent with SOC2 requirements and will regularly review and update the plan as necessary. Vendor will provide the City with notice of any changes to the continuity of operations plan that may impact the City's use of the services under the Agreement.
 - a. In the event of a disruption of Vendor's operations, Vendor will use commercially reasonable efforts to restore service as soon as possible, consistent with SOC2 requirements.
 - b. Vendor will conduct regular tests of its continuity of operations plan to ensure that it is effective and up-to-date.
- 17. Operational Metrics:** Intentionally omitted.
- 18. Third Party Supplier Access to City Data:** Intentionally omitted.

This Addendum is part of the Agreement. In the event of any inconsistency between provisions of the Agreement and this Addendum, the provisions most stringent on Vendor shall control.

Signature on this Addendum may be by ink, pdf, email, fax, electronic signature or other electronic means, or any combination thereof, in which case such signature(s) will be deemed an original signature.

VENDOR:

By: _____

Printed Name: Amy Vikander

Title: Sr. VP of Customer Success

Email Address of Signer: vikander@civicplus.com











CivicRec Change Payment Processor_20251203_SD

Final Audit Report

2025-12-10

Created:	2025-12-09
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATH4Zu_TvTyi69S33B29ziLUeCuyBvqbt

"CivicRec Change Payment Processor_20251203_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2025-12-09 - 0:03:24 AM GMT
-  Document emailed to Kevin Walser (kwalser@everettwa.gov) for approval
2025-12-09 - 0:05:00 AM GMT
-  Document approved by Kevin Walser (kwalser@everettwa.gov)
Approval Date: 2025-12-09 - 9:31:09 PM GMT - Time Source: server
-  Document emailed to Amy Vikander (vikander@civicplus.com) for signature
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-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
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-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
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-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
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Signature Date: 2025-12-10 - 3:25:36 PM GMT - Time Source: server

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2025-12-10 - 3:25:38 PM GMT

 Document approved by Marista Jorve (mjorve@everettwa.gov)

Approval Date: 2025-12-10 - 4:54:34 PM GMT - Time Source: server

 Agreement completed.

2025-12-10 - 4:54:34 PM GMT