

## **AMENDMENT ONE TO THE CONTRACT FOR WEB HOSTING AND CODIFICATION SERVICES**

THIS AMENDMENT ONE TO CONTRACT FOR WEB HOSTING AND CODIFICATION SERVICES (the "Amendment") is made and entered into this \_\_\_\_ day of November, 2013, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Code Publishing Company, incorporated and registered to do business in the State of Washington (the "Contractor").

### **RECITALS**

- A. On or about February 15, 2012, the County issued a Request for Proposal (the "RFP") to publish the Snohomish County Charter and Code on a website accessible to the general public (the "Services").
- B. The Contractor provided a response to the RFP which was rated the highest by the County evaluation Team and thereby selected to provide the Services.
- C. The Services provided by the Contractor are now desired by the County Hearing Examiner to electronically post decisions as required, via the web, accessible to the general public in accordance with Schedule A, Scope of Work, attached hereto and incorporated herein.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

The Services, as described in Schedule A attached hereto, will be provided to the Hearing Examiner in accordance with the terms and conditions of the Master Agreement for Web Hosting and Codifications Services dated October 9, 2012.

All other terms and conditions as found in the original contract documents dated October 9, 2012, or as established by course of performance shall remain in full force and effect except as expressly modified by this Amendment.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the \_\_\_\_\_ day and \_\_\_\_\_ year first written above.

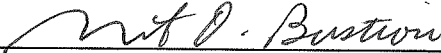
**COUNTY:**

Snohomish County, a political subdivision  
of the State of Washington

**CONTRACTOR:**

Code Publishing Company, a Washington  
Corporation registered and licensed to do  
business in the State of Washington

By   
Name: Gage Andrews  
Title: Director of Information Services

By   
Name: Margaret O. Buston  
Title: President



publishing, inc.

# SCHEDULE A

## Scope of Work and Costs for Snohomish County Hearing Examiner October 15, 2013

### Internet Hosting for Decisions of the Hearing Examiner:

Code Publishing Co. will host the searchable Snohomish County Hearing Examiner Decisions on the company's web server and will provide a link to be added to the Hearing Examiner web site. New decisions can be added on demand as provided by the Hearing Examiner's office. Decisions should be uploaded in word processing or PDF format to <http://www.codepublishing.com/upload/snohomishcountyHE.asp>.

Annual Internet hosting fee	75.00 per year
Create interface for browsing and searching decisions, adding fields for searching, 75.00 per hour, estimated seven hours, estimated 6300 decisions	525.00 one time set up fee
Add new decisions annually (one hour estimated)	75.00 per hour

By: Margaret O. Bustion  
Margaret O. Bustion, President  
Code Publishing Co.

By: Gordon Sivley  
Gordon Sivley, Hearing Examiner

Dated: 11-14-13

Dated: 10/15/13

Code Publishing Company  
9410 Roosevelt Way NE  
Seattle, WA 98115-2844

206.527.6831/800.551.2633  
[www.codepublishing.com](http://www.codepublishing.com)  
[cpc@codepublishing.com](mailto:cpc@codepublishing.com)

## **AMENDMENT TWO TO THE WEB HOSTING AND CODIFICATION SERVICES AGREEMENT**

THIS AMENDMENT TWO TO THE WEB HOSTING AND CODIFICATION SERVICES AGREEMENT (the "Amendment Two") is made and entered into this 4th day of August, 2014, by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Code Publishing Company, incorporated and registered to do business in the State of Washington (the "Contractor").

### **RECITALS**

- A. On or about February 15, 2012, the County issued a Request for Proposal (the "RFP") to publish the Snohomish County Charter and Code on a website accessible to the general public (the "Services").
- B. The Contractor provided a response to the RFP, which was rated the highest by the County Evaluation Team and thereby selected to provide the Services.
- C. On October 9, 2012, as authorized by County Council Motion 12-361, the County entered into a "*Web Hosting and Codification Services Agreement*" (Master Agreement) to deliver the Services.
- D. On October 15, 2013, the County and Contractor amended the Master Agreement with "*Amendment One to the Contract for Web Hosting Services.*"
- E. The Master Agreement did not include a reference to Chapter 2.460 of the Snohomish County Code (SCC), and the County and Contractor desire to amend the Master Agreement to include this reference.
- F. The Services provided by the Contractor are now desired by the County to provide initial conversion and future codification and web hosting for the County's Growth Management Act Comprehensive Plan documents.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties herein, the parties agree to amend the Master Agreement as follows:

- 1. The Services, as described in Exhibit B GMACP Scope of Work and Proposed Costs for Growth Management Act Comprehensive Plan, attached hereto and incorporated herein, will be provided to the County in accordance with the terms and conditions of the Master Agreement for Web Hosting and Codification Services dated October 9, 2012.
- 2. A new Article 34, Non-Discrimination, is added to the Master Agreement as follows:

### 34. Non-Discrimination

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

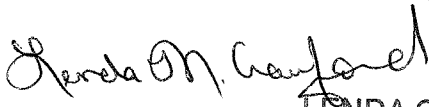


The Contractor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

**Federal Non- Discrimination.** The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

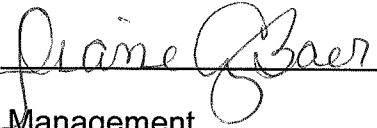
All other terms and conditions of the Master Agreement, as amended, shall remain in full force and effect.

*[SIGNATURE PAGE FOLLOWS]*


IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the 4 day of August, 2014.

COUNTY OF SNOHOMISH:	CODE PUBLISHING COMPANY:
 LEND A CRAWFORD Executive Director By: John Lovick Snohomish County Executive	 By: Margaret C. Bustion Title: President
Approved as to Form:  Deputy Prosecuting Attorney	

RECOMMENDED FOR APPROVAL

By:   
Risk Management  
Date: 7/29/14

RECOMMENDED FOR APPROVAL

By:   
Department of Information Services  
Date: 7/9/14



## EXHIBIT B

### **Scope of Work and Proposed Costs for Growth Management Act Comprehensive Plan Snohomish County, WA July 2, 2014**

**Convert Growth Management Act Comprehensive Plan Documents to HTML format**  
See attached for breakdown of costs 4071.00

#### **Internet Hosting for GMACP Documents**

Code Publishing Co. will host the searchable GMACP documents on the company's web server and will provide a link to the County's web site. The online document can be supplemented on demand with each ordinance provided by the County. Ordinances should be uploaded both in word processing format and in scanned PDF format for signed copies (or mail hard copies via USPS) to:  
<http://www.codepublishing.com/upload/SnohomishCounty.asp>

Annual Internet hosting fee 150.00 per year

#### **Supplement Service for GMACP Documents**

All codifiable ordinances amending the Snohomish County GMACP documents will be supplemented in the existing page layout and format. Service includes editing, proofing, indexing, updating tables, and instruction pages. CPC will provide the County with printed supplements on a schedule to be determined by the County. The supplement frequency and number of copies may be modified by the County at any time. There is no minimum number of printed sets required.

Editorial (includes updating online code)	21.45 per page
Maps, tables, diagrams	15.00 per page
Printing, shipping, and handling	0.10 per impression
Color printing	0.50 per impression
Supplements in Adobe Acrobat (PDF)	Free

**Snohomish County  
Growth Management Act  
Comprehensive Plan  
Estimated Cost for Conversion to HTML and Internet Hosting  
June 2014**

<b>Document</b>	<b>Text Pages</b>	<b>Graphics/Maps</b>	<b>Tables</b>
Capital Facilities	112	16	18
Transportation element	278	12	63
General Policy Plan	330	31	12
Parks and Recreation	298	68	66
Countywide Planning Policies	77	6	6
Total number pages, tables, graphics	1095	133	165
per page cost	\$1.95	\$3.45	\$8.95
<b>Subtotal for individual documents</b>	<b>\$2,135</b>	<b>\$459</b>	<b>\$1,477</b>
<b>Total estimated costs</b>	<b>\$4,071</b>		

Links to PDF files of above documents included at no additional charge.



## **AMENDMENT THREE TO THE WEB HOSTING AND CODIFICATION SERVICES AGREEMENT**

This Amendment Three to the "Web Hosting and Codification Services Agreement," dated October 8, 2012, as subsequently amended by "Amendment One" on October 15, 2013, and "Amendment Two" August 4, 2014 (together hereafter "the Agreement"), is made and entered into this ~~28~~<sup>29</sup> day of September, 2019, by and between Snohomish County, a political subdivision of the State of Washington (hereafter "the County") and Code Publishing Company, a limited liability company (hereafter "the Contractor").

### **RECITALS**

Whereas, Snohomish County issued Request for Proposal RFP-07-12 to obtain a service to publish the Snohomish County Charter and Code on a website accessible to the general public (the "Services"); and

Whereas, the Contractor provided the highest rated proposal as evaluated by the County evaluation committee, and was thereby selected to provide the Services; and

Whereas, the current Agreement term will end on October 7, 2019, and the County wishes to continue to use the Services, and Contractor wishes to continue to provide the Services; and

Whereas, Snohomish County and Contractor agree the moderate price increases are acceptable following seven years of firm fixed pricing for the services;

### **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 Contractor agree as follows:

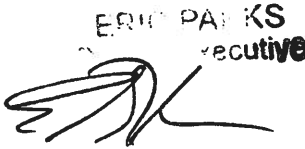
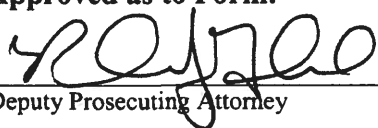
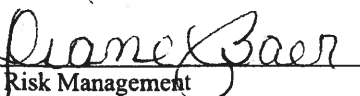
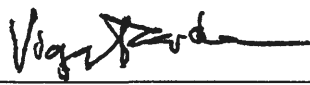
1. Article 5.1 Term of Agreement, shall be amended to read as follows:

5.1 Term of Agreement. The initial Term of the Agreement shall commence upon execution date, October 8, 2012, and shall continue through October 7, 2021.

2. Exhibit A, Requirements Analysis Report, Summary and Itemized Costs for All Services and Products table, shall be deleted and replaced with Exhibit A-1, Requirements Analysis Report, Summary and Itemized Costs For All Services and Products, October 8, 2019 to October 7, 2021, as shown below, attached hereto and by this reference incorporated herein.

3. Except as expressly provided in this Amendment No. 3, all of the terms and conditions of the Master Agreement remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as the 25<sup>th</sup>  
day of September, 2019.

COUNTY OF SNOHOMISH:	CODE PUBLISHING COMPANY:
 ERIC PARKS Executive Date: 9/25/19	
Snohomish County Executive ERIC PARKS Deputy Executive	By: _____ Title: _____
Approved as to Form:  Date: 09-19-19	
Deputy Prosecuting Attorney Date:	
Recommended for Approval:  Date: 9/19/19	
Risk Management Date:	
Recommended for Approval:  Date: 9/19/19	
Information Technology Director Date:	

COUNCIL USE ONLY	
Approved: <u>9.25.19</u>	
Docfile: <u>D-13</u>	

3. Except as expressly provided in this Amendment No. 3, all of the terms and conditions of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as the 25<sup>th</sup>  
day of September, 2019.

<b>COUNTY OF SNOHOMISH:</b>	<b>CODE PUBLISHING COMPANY:</b>
<b>ERIC PARKS</b> Deputy Executive  Snohomish County Executive	 By: <u>President</u> Date: <u>9-13-19</u>
<b>Approved as to Form:</b>	
Deputy Prosecuting Attorney	Date:
<b>Recommended for Approval:</b>	
Risk Management	Date:
<b>Recommended for Approval:</b>	
Information Technology Director	Date:

**Exhibit A-1**

**Requirements Analysis Report**

**SUMMARY AND ITEMIZED COSTS FOR ALL SERVICES AND PRODUCTS**

**From October 8, 2019 to October 7, 2021**

**ALL PRICES ARE FIRM-FIXED FOR A TWO-YEAR PERIOD**

**Ongoing Web Hosting Costs**

<b>Service/Product</b>	<b>Cost</b>	<b>Extended</b>
Online Hosting subscription will include the following basic services: a. Webhosting b. Custom logo or seal on code page c. Advanced search features d. Bookmarks to code sections e. Expandable text sizes f. Collapsible table of contents g. Hyperlinked sections. h. IT support i. Timely updates j. Print/save selections And, the additional enhanced services a. Frameless/wireless b. RCW/WAC citations c. Share d. Scope Searching e. OrdSearch	\$700 plus	\$700 Annually
Definitions/Previews: UDO only	\$275	\$275 annually
Hearing Examiner Decisions	\$75	\$75 annual
Comprehensive Plan and Countywide Policies	\$150	\$150 annual
Code Publishing hosting of ordinances	\$200	\$200 annually
Maintenance and Support	\$0	
Viewing and Comparing Older Versions of the Code	\$75 each version	\$450 annually (estimate is that there would be 6 versions a year)

**Exhibit A-1**

**Ongoing Supplemental Service Costs**

<b>Service/Product</b>	<b>Cost</b>	<b>Extended</b>
On Demand Online Supplements between printed supplement intervals.  Online code will be updated and published on the effective date each time there is a code amendment	\$0	
Ordinance Codification (editorial)	\$23 per page	\$18,400 <b>annually</b> (based on average of 800 pages per year)
Updating electronic files for web hosting	\$75 per hour	\$750 (estimated 10 hours annually)
Editorial: Comprehensive Plan and Countywide Planning Policies	\$23 per page	\$1,150 (estimated) annually
Hearing Examiner decisions (adding new)	\$75 per hour	\$150 (estimated)
Graphics, tables, maps	\$15 per page	\$150 <b>annually</b> (based on average of 10 new graphics, tables, maps per year)
Ordinance Tables	\$23 per page	\$176 <b>annually</b> (based on average of 2 pages per quarterly supplement)
Printing	\$0.15/impression	\$143 <b>annually</b> (alternatively the County may choose to accept PDF files and do in-house printing)
Color copies	\$15 each	No color copies currently
	\$0.25 additional per page for printed supplement	No color copies currently

## Exhibit A-1

### Additional Options and Custom Features

Service/Product	Cost	Extended
Custom Web Interface	\$195	One-time (if changed) \$195 (not included in annual costs)
Security Password Protection for Upload website	\$150	One-time \$150 (not included in annual costs)

Estimated Annual Costs: \$21,694

Sales Tax: 9.8% \$2,152

Annual Subscription Fee (no tax) \$ 925

Total Annual Estimated Costs: \$25,041

## **AMENDMENT 4 TO THE WEB HOSTING AND CODIFICATION SERVICES AGREEMENT**

This Amendment 4 to the “Web Hosting and Codification Services Agreement,” dated October 8, 2012, as subsequently amended by “Amendment One” on October 15, 2013, “Amendment Two” on August 4, 2014, and “Amendment Three” on September 25, 2019 (together hereafter “the Agreement”), is made and entered into this 26th day of August, 2021, by and between Snohomish County, a political subdivision of the State of Washington (hereafter “the County”) and Code Publishing, LLC, a limited liability company (hereafter “the Contractor”).

### **RECITALS**

Whereas, Snohomish County issued Request for Proposal RFP 07-12 to obtain a service to publish the Snohomish County Charter and Code on a website accessible to the general public (the “Services”); and

Whereas, the Contractor provided the highest rated proposal as evaluated by the County evaluation committee, and was thereby selected to provide the Services; and

Whereas, in accordance with Sole Source 006-21BT, Code Publishing, LLC is the only vendor that provides proprietary software updates for the Services; and

Whereas, the current Agreement term will end on October 7, 2021, the County wishes to continue to use the Services, and Contractor wishes to continue to provide the Services; and

Whereas, Snohomish County and Contractor agree that the pricing for the services will remain firm-fixed if the County agrees to a 5-year extension.

### **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 Contractor agree as follows:



1. Article 5.1 Term of Agreement, shall be amended to read as follows:

5.1 Term of Agreement. The initial Term of the Agreement shall commence upon execution date, October 8, 2012, and continue through October 7, 2026.

2. Exhibit A-1, Requirements Analysis Report, Summary and Itemized Costs for All Services and Products table, shall be deleted and replaced with Exhibit A-2, Requirements Analysis Report, Summary and Itemized Costs For All Services and Products, October 8, 2012 to October 7, 2026, as shown below, attached hereto and by this reference incorporated herein.

3. Except as expressly provided in this Amendment 4, all the terms and conditions of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the  
26th day of August, 2021.

<b>COUNTY OF SNOHOMISH:</b>	<b>CODE PUBLISHING, LLC:</b>
 Ken Klein, Executive Director Ken Klein 2021.08.26 14:07:59 -07'00'	
Snohomish County Executive      Date	By: Margaret Bustion 7/21/2021      Date Title: President
<b>Approved as to Form:</b>	
Deputy Prosecuting Attorney      Date	
<b>Recommended for Approval:</b>	
Risk Management      Date	

<b>COUNCIL USE ONLY</b>
Approved <u>8/25/2021</u>
ECAF # <u>2021-0498</u>
MOT/ORD <u>Motion 21-268</u>



## Exhibit A-2

### Requirements Analysis Report

#### SUMMARY AND ITEMIZED COSTS FOR ALL SERVICES AND PRODUCTS

(FROM 10/9/12 TO 10/8/19)

Initial Implementation and Conversion Costs:

Service/Product	Cost	Extended
Electronic Conversion of the Code County will provide electronic copy of the online code. Code Publishing will add digests to titles and chapters in the new print and online version	\$3600	One-time charge \$3600
Online Hosting subscription will include the following basic services: a. Webhosting b. Custom logo or seal on code page c. Advanced search features d. Bookmarks to code sections e. Expandable text sizes f. Collapsible table of contents g. Hyperlinked sections. h. IT support i. Timely updates j. Print/save selections And, the additional enhanced services a. Frameless/wireless b. RCW/WAC citations c. Share d. Scope Searching (does this include the "save your search" feature?) e. OrdSearch	\$600 plus	\$600 <b>Annually</b>
Indexing Code Publishing will scan and OCR paper copy provided by County and update with new ordinances	\$22 per page	One-time 10 pages \$220
Tables Code Publishing will scan and OCR paper copy provided by County and update with new ordinances	\$22 per page	One-time 2 pages \$44
Ordinance Linking	\$75 set up fee	One-time

		\$75
Printing copy of County Code	\$180 per copy	One-time \$180 1 copy
Security Password Protection for Upload website	\$150	One-time \$150
Maintenance and Support	\$0	

### On-going Supplemental Services

Service/Product	Cost	Extended
On Demand Online Supplements between printed supplement intervals. Online code will be updated and published on the effective date each time there is a code amendment	\$0	
Ordinance Codification	\$22 per page	\$31,372 <b>annually</b> (based on average of 1426 pages per year)
Graphics, tables, maps	\$15 per page	\$150 <b>annually</b> (based on average of 10 new graphics, tables, maps per year)
Indexing	\$22 per page	\$352 <b>annually</b> (based on average of 4 pages per quarterly supplement)
Ordinance Tables	\$22 per page	\$176 <b>annually</b> (based on average of 2 pages per quarterly supplement)
Printing	\$.10/impression	\$143 <b>annually</b> (alternatively the County may choose to accept PDF or RTF copy and do in-house printing)
Color copies	\$15 each	No color copies currently
	\$0.25 additional per page for printed supplement	No color copies currently
Code Publishing hosting of ordinances	\$200	\$200 annually <i>Will not use this option at this time. The county will maintain ordinances on county network</i>
Maintenance and Support	\$0	

### Additional Options and Custom Features

Service/Product	Cost	Extended
Custom Table Header	\$195	One-time

		\$195
Viewing Older Versions of the Code	\$600 set up fee	One-time \$600
	\$75 ea version	\$450 <b>annually</b> (estimate is that there would be 6 versions a year)
Comparing Older Versions of the Code	\$75 set up fee	One time \$75

Estimated One-time costs: \$5,339  
Sales Tax: 9.5% \$ 507  
Sub-Total One-time: \$5,846

Estimated Annual Costs: \$32,643  
Sales Tax: 9.5% \$ 3,102  
Annual Subscription Fee (no tax) \$ 600  
Sub-Total Annual: \$36,345

Year One Estimated Total: \$42,191  
Subsequent Years Total: \$36,345

## SUMMARY AND ITEMIZED COSTS FOR ALL SERVICES AND PRODUCTS

From October 8, 2019 to October 7, 2026

ALL PRICES ARE FIRM-FIXED

### Ongoing Web Hosting Costs

Service/Product	Cost	Extended
Online Hosting subscription will include the following basic services: a. Webhosting b. Custom logo or seal on code page c. Advanced search features d. Bookmarks to code sections e. Expandable text sizes f. Collapsible table of contents g. Hyperlinked sections. h. IT support i. Timely updates j. Print/save selections And, the additional enhanced services a. Frameless/wireless b. RCW/WAC citations c. Share d. Scope Searching e. OrdSearch	\$700 plus	\$700 <b>Annually</b>

Definitions/Previews: UDO only	\$275	\$275 annually
Hearing Examiner Decisions	\$75	\$75 annual
Comprehensive Plan and Countywide Policies	\$150	\$150 annual
Code Publishing hosting of ordinances	\$200	\$200 annually
Maintenance and Support	\$0	
Viewing and Comparing Older Versions of the Code	\$75 each version	\$450 <b>annually</b> (estimate is that there would be 6 versions a year)

#### Service Costs

Service/Product	Cost	Extended
On Demand Online Supplements between printed supplement intervals.  Online code will be updated and published on the effective date each time there is a code amendment	\$0	
Ordinance Codification (editorial)	\$23 per page	\$18,400 <b>annually</b> (based on average of 800 pages per year)
Updating electronic files for web hosting	\$75 per hour	\$750 (estimated 10 hours annually)
Editorial: Comprehensive Plan and Countywide Planning Policies	\$23 per page	\$1,150 (estimated) annually
Hearing Examiner decisions (adding new)	\$75 per hour	\$150 (estimated)
Graphics, tables, maps	\$15 per page	\$150 <b>annually</b> (based on average of 10 new graphics, tables, maps per year)
Ordinance Tables	\$23 per page	\$176 <b>annually</b> (based on average of 2 pages per quarterly supplement)
Printing	\$0.15/impression	\$143 <b>annually</b> (alternatively the County may choose to accept PDF files and do in-house printing)
Color copies	\$15 each	No color copies currently
	\$0.25 additional per page for printed supplement	No color copies currently

#### Additional Options and Custom Features

Service/Product	Cost	Extended
Custom Web Interface	\$195	One-time (if changed) \$195 (not included in annual costs)
Security Password Protection for Upload website	\$150	One-time \$150 (not included in annual costs)

Estimated Annual Costs:	\$ <u>21,694</u>
Sales Tax: <u>9.8%</u>	\$ <u>2,152</u>
Annual Subscription Fee (no tax)	\$ <u>925</u>
Total Annual Estimated Costs:	\$ <u>25,041</u>

## **AMENDMENT 5 TO THE WEB HOSTING AND CODIFICATION SERVICES AGREEMENT**

This Amendment 5 to the “Web Hosting and Codification Services Agreement,” dated October 8, 2012, as subsequently amended by “Amendment One” on October 15, 2013, “Amendment Two” on August 4, 2014, “Amendment Three” on September 25, 2019, and “Amendment 4 on (together hereafter “the Agreement”), is made and entered into this 24th day of July, 2024, by and between Snohomish County, a political subdivision of the State of Washington (hereafter “the County”) and Code Publishing, LLC, a limited liability company, acquired by General Code, LLC on December 1, 2021 (hereafter “the Contractor”).

### **RECITALS**

Whereas, Snohomish County issued Request for Proposal RFP 07-12 to obtain a service to publish the Snohomish County Charter and Code on a website accessible to the general public (the “Services”); and

Whereas, the Contractor provided the highest rated proposal as evaluated by the County evaluation committee, and was thereby selected to provide the Services; and

Whereas, the Contractor was acquired by General Code, LLC in 2021 and assumed all rights and obligations of the Agreement; and

Whereas, all references to Code Publishing or CPC throughout the Agreement are revised to and shall refer to General Code, LLC.

WHEREAS, the Snohomish Health District was integrated into Snohomish County effective December 31, 2022, and now operates as the Snohomish County Health Department; and

Whereas, the County wishes to add codification services for the Snohomish County Health Code to the County’s Agreement with the Contractor; and

Whereas, the increase to the Agreement for the Health Code codification services shall not exceed Nine Thousand Seventy Dollars (\$9,070.00) plus applicable sales tax for the period beginning with the execution of this Amendment 5 through October 7, 2026.

### **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 Contractor agree as follows:

1. As and where appropriate, all references to Code Publishing or CPC throughout the Agreement shall be amended to read General Code, LLC.



2. Exhibit C, Scope of Services and Summary of Costs for Snohomish County Health Department is hereby attached to this Amendment 5 and by this reference incorporated into the Agreement.

3. The following sentence is hereby deleted from Section 8 Price and Payment:

This is a five (5) year "Fixed Price" contract based upon the Deliverables identified in Exhibit A.

4. Section 13. Indemnification is deleted in its entirety and replaced with the following:

**13. Indemnification.**

General Indemnification. The Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

Contractor shall have no liability for the content of ordinances that the County enacts and submits for codification.

The County hereby agrees to indemnify, defend, and hold the Contractor harmless from and against any and all liability, losses, costs, and expenses (including reasonable attorneys' fees) incurred by the Contractor in connection with any claim arising out of or relating to:

- A. The County's use of online code;
- B. The content, the quality, or the performance of County content;
- C. The County's violation of this Agreement; or
- D. The County's violation of the rights of any other person or entity.

Subject to the limitations and exclusions set forth in this agreement, Contractor shall release, indemnify, defend and hold harmless the County, its officers, officials, employees, and agents from and against any and all third-party demands, liabilities, losses, damages, expenses (including reasonable attorney's fees) and judgments for any personal injuries, death, or property damage in any way relating to or arising from the negligent performance of Contractor under this Agreement.

5. Section 18. Assignment and Transfer is deleted in its entirety and replaced with the following:

**18. Assignment and Transfer.**

No party may assign, delegate, or otherwise transfer any rights or obligations under this Agreement without prior written consent of the other party, which may be granted or withheld in the other parties discretion, such discretion to be exercised in good faith; however, Contractor may, without

the other party's consent, transfer this agreement or any of its rights and obligations under this Agreement, to any of its affiliated entities, including but not limited to International Code Council, Inc., General Code Enterprises, LLC, ICC Codification, Inc., American Legal Publishing, LLC and/or American Legal Publishing Corporation. In the event that Contractor assigns, or otherwise transfers this Agreement, or any part hereof, or delegates any of its duties hereunder to any Third Party or Affiliate and, within eighteen (18) months after such transfer, the County, in its sole discretion, is not satisfied with the level of service provided under this Agreement, the County shall have the right to terminate this Agreement for convenience and transition to a new vendor. All Services provided by Contractor's transferee during the transition Period shall be provided at no cost.

6. Section 29. Notices is hereby deleted in its entirety and replace with the following:

**29. Notices.**

All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

Snohomish County: Clerk of the Council, Snohomish County Council, 8th. Floor, County Administration Building East, M/S 609, Everett, WA 98201-4046

Contractor: General Code LLC, 781 Elmgrove Road, Rochester, NY 14624

or to such address as the parties may provide by notice to each other from time to time.

7. Except as expressly provided in this Amendment 5, all the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the  
24th day of July, 2024.

**SNOHOMISH COUNTY:**

**GENERAL CODE, LLC:**

**Klein, Ken**

Digitally signed by Klein, Ken  
Date: 2024.07.24 13:07:41  
-07'00'

County Executive

Date

 7-11-24

Date

**Approved as to Insurance and Indemnification Provisions:**

**Barker, Sheila**

Digitally signed by Barker,  
Sheila  
Date: 2024.07.12 08:03:09  
-07'00'

Risk Management

Date

**COUNCIL USE ONLY**

Approved 7/24/2024

ECAF # 2024-0892

MOT/ORD Motion 24-287



**Approved as to form only:**

Wendling, Rebecca

Digitally signed by Wendling,  
Rebecca  
Date: 2024.07.09 13:42:54 -07'00'

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**Exhibit C**  
**Scope of Services and Summary of Costs for Snohomish County Health Department**  
**(Effective upon execution of Amendment 5)**

Codification solution for Snohomish County Board of Health includes:

- Create a Code: Contractor will provide the Board with a Code that is clear and easy to access and use.
- An online Health Code housed on the Contractor innovative platform: Created for a variety of users, the online code makes the complete current text of Health Code available online in a format that is easy to use and is fully searchable.
- 1 custom printed Code book, with an option for additional printed volumes: 1 fully customized print copy of new Code will be provided, with additional copies as requested.
- Supplementation Services: Contractor will work with the Board of Health to keep the Code up to date.

Contractor will convert the Code into XML system and create a web-based code. To complete this process, Contractor shall provide codification and publishing services, including but not limited to: conversion, editing, proofreading, creation of electronic files, printing, print subscription services, and code archiving.

Conversion and Codification

Once Contractor receives all required materials for the initial project, Contractor editorial staff shall review the code for style and inconsistencies. Contractor shall develop a style sheet for the Board's code to create a unified, professional look. Contractor editorial staff will analyze commonalities among code chapters and create a consistent overall style for the County Board of Health's code. Contractor will send the completed style proposal to the County Board of Health for review and verification.

After the style and organization are confirmed, Contractor shall edit and format the Board of Health's code. After adding, editing and proofreading any new resolutions, Contractor shall continue historical footnotes describing the date and number of the legislation affecting a given law. Contractor shall also add to, or create, a resolution table describing the action and listing the disposition of every resolution passed since the establishment of the County Board of Health's jurisdiction.

Updates

As new resolutions are passed, the County shall upload new resolutions to a private portal web site managed by Contractor. Contractor shall confirm receipt through email, and then assign the project to an editor. After checking with the County's Board of Health to ensure all resolutions have been received, Contractor shall select the affected areas of the code, change the text, update the index and resolution table, assign the revised code pages to a proofreader, notify the County Board of Health of any concerns, and provide a supplement proof copy if requested.

Web-Based Code Updates

Web updates include resolutions, history notes, and the disposition table(s), as well as validating internal cross-references and citations to state statutes.

Contractor shall provide the County Board of Health with online on-demand updates, meaning that new resolutions will be incorporated into the online code on their effective date or within one week of Contractor receiving them.

#### Print Code Updates – Supplements

Contractor shall update the code's preface, statutory references, and index. Contractor shall also create a directions page detailing how to remove obsolete pages and add new pages to reflect the changes. Contractor shall maintain consistent formatting and editorial styles. There are no annual fees, storage fees, or minimums.

The frequency of update schedules may be determined by the Board during the initial consultation period.

#### Project Materials

- Source Materials: Contractor shall use a copy of the Snohomish County Health Code for the codification project.
- Project Scope: The scope of this project considers only the legislation submitted for review as listed above. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. The County Board of Health shall set up a process to routinely send to Contractor any new legislation adopted between the time the County supplies the Source Materials and when editorial work has been completed. Any legislation submitted to Contractor after editorial work is completed will be subject to standard rates.

#### Final Contractor Deliverables:

- Continuation of Web Hosting online, including Ordinances and Minutes Document Hosting
- Publication of 1 Code Volume in a Standard Imprinted Post Binder
- Acquisition of credentials for new URL domain name: "snohomish.boardofhealth.codes"

#### Project Steps

- Preparation—Contractor shall:
  - Delivers the signed contract and new legislation
  - Creates resolution table, organizes code materials
  - Converted any new o Contractor's publishing system. Contractor editorial staff reviews entire code for formatting and missing material
  - Propose organization and style sheet for review within 80 days of contract execution
  - Provide page layout and consistent formatting style to be approved by the County.
- Codification—Contractor shall:
  - Suggest a structure and organization for the code and provide a Table of Contents indicating the recommended structure. Editor reviews the code, looking for textual errors, tables, and graphics
  - Review tables, graphics, and nested subsections for stylistic consistency
  - Link State Code citations to State Statute
  - Maintain style consistency
  - Provide numbering placement
  - Ensure history notes and legislative history are up to date



- Proofing and publication of a draft
- Internet Hosting: HTML Files Created—Contractor shall:
  - Converted code to HTML and upload to public server. Add requested web enhancements
  - Proof Web content and make corrections. Notify County.
- Print and Blind of the Authorized Draft—Contractor shall:
  - Provide draft print or whole code PDF to County within 120 days after approval of proposed organization and style sheet
- Training and Support—Contractor shall:
  - Contact County to ensure customer satisfaction
  - Deliver code to County within 30 days after approval of the code draft

### **Performance and Payment Schedule**

Contractor shall complete the Snohomish County Board of Health project steps within 180 days of contract execution.

Deliverable	Delivery Date	Payment Milestone
Contract Signing	Within 30 days of contract signing	20% of Code Conversion fee
Submission of the Proposed Organization and Style Sheet	Within 80 days of contract signing; the Board has 30 days for review	20% of Code Conversion fee
Submission of Draft of the code	Within 120 days after approval of Proposed Organization and Style Sheet; the Board has 30 days to review	40% of Code Conversion fee
Delivery of the Code	Up to 30 days after approval of the draft	Balance of Code Conversion fee

Performance schedule reflects only business days excluding legal holidays.

**SUMMARY AND ITEMIZED COSTS FOR SERVICES AND PRODUCTS FOR  
SNOHOMISH COUNTY HEALTH DEPARTMENT  
From Execution of Amendment 5 through October 7, 2026  
ALL PRICES ARE FIRM-FIXED**

**One-Time and Ongoing Web Hosting Costs**

<b>Service/Product</b>	<b>Cost</b>	<b>Extended</b>
Code Conversion as described in Exhibit B	\$5,640	\$5,640 one-time fee
Online Hosting subscription will include the following basic services: a. Webhosting b. Custom logo or seal on code page c. Advanced search features d. Bookmarks to code sections e. Expandable text sizes f. Collapsible table of contents g. Hyperlinked sections. h. IT support i. Timely updates j. Print/save selections And, the additional enhanced services a. Frameless/wireless b. RCW/WAC citations c. Share d. Scope Searching e. OrdSearch	\$650	\$650 annually*
Annual Web Updates	\$180	\$180 annually*
Document Hosting (Ordinances & Minutes)	\$200	\$200 annually*
Maintenance of URL domain "Snohomish.boardofhealth.codes"	\$75	\$75 annually*
Pending Updates – Highlights sections affected by resolutions pending codification with a blue "Amended" tag in the table of contents and the code	\$110	\$110 annually*

**Ongoing Supplemental Fees**

<b>Service/Product</b>	<b>Cost</b>	<b>Extended</b>
Editorial Rate	\$21.95 per page	\$21.95 per page
Graphics, maps, tables, diagrams	\$15.00 per change	\$15.00 per change
PDF file for in-house printing/archives	\$21.95 per page	\$21.95 per page
Printed copies	\$0.15 per impression	\$0.15 per impression
Full Print PDF	\$75 per hour	\$75 per hour
Shipping and Handling	Actual Shipping Cost	Actual Shipping Cost
<b>TOTAL SUPPLEMENTAL FEES NOT TO EXCEED</b>		<b>\$500.00 per year</b>

One-Time Fee:

\$5,640

**Total One-Time Fees:**

**\$5,640 plus applicable  
sales tax**

Annual Fees (\*Annual fees from execution of Amendment 5  
through October 7, 2024 will be pro-rated to co-term with the  
existing County Agreement):

\$1,215

Annual Supplement Fees Not to Exceed:

\$ 500

**Total Annual Estimated Costs:**

**\$1,715 plus applicable  
sales tax**