

AMENDMENT 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment 1 to the “Agreement for Professional Services with Technology Learning Group, Inc. dba TLG Learning” dated September 24, 2018 (the “Agreement”), is made and entered into this 25th day of July, 2023, by and between Snohomish County, a political subdivision of the State of Washington (hereafter “the County”) and Technology Learning Group, Inc. dba TLG Learning, a corporation licensed to do business in the State of Washington (hereafter “the Contractor”).

RECITALS

Whereas, the County and Technology Learning Group, Inc. dba TLG Learning, are the parties to that certain Agreement executed on September 24, 2018, entitled “Agreement for Professional Services”; and

Whereas, TLG Learning provides training for Microsoft Office software products on an “as needed” basis; and

Whereas, the County published RFP-023-036BC to solicit proposals from qualified firms to provide Microsoft Suite, Live Classroom Training services; and

Whereas, TLG Learning was selected by the Snohomish County evaluation committee as submitting the highest-ranking proposal to provide Microsoft Suite, Live Classroom Training services; and

Whereas, additional funding of Two Hundred Fifty Thousand Dollars (\$250,000) is requested for training costs through the remainder of the term including any renewals or extensions; and

Whereas, the current Agreement term will end on August 31, 2023, and the parties wish to extend the Agreement for three (3) additional years from September 1, 2023 through August 31, 2026, with one (1) optional two (2) year term.

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 1 of the Agreement, is hereby deleted in its entirety and replaced with the following:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide live classroom training for the Microsoft suite of products. The scope of services is as defined in Schedule A and Schedule A-1 attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 25-18 and RFP-023-036BC.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services

are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

2. Article 2 of the Agreement, is hereby deleted in its entirety and replaced with the following:
 2. Term of Agreement: Time of Performance. This Agreement shall be effective beginning September 1, 2018, (the “Effective Date”) and shall terminate on August 31, 2026. The term of this Agreement may be extended or renewed for up to one (1) optional two (2) year period, at the sole discretion of the County, by written notice from the County to the Contractor. The County’s obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.
3. Article 3 of the Agreement, Compensation, subarticle a is hereby deleted in its entirety and replaced with the following:
 - a. Services. The County will pay the Contractor for services as and when set forth in Schedule A from September 24, 2018 through August 31, 2023, which is attached hereto and by this reference made a part of this Agreement.
 - a.1. The County will pay the Contractor for services as and when set forth in Schedule A-1 from September 1, 2023 through August 31, 2026, which is attached hereto and by this reference made a part of this Agreement.
 - a.2. If this Agreement is renewed for the optional two-year period, pricing on Schedule A-1 shall be updated at the time of the optional extension and annually thereafter, with pricing for each product or service or training class provided by Contractor adjusted at the beginning of each renewal period based on changes in the US Bureau of Labor Statistics CPI index for Seattle (all items) using the most recently reported month’s change in the index at the time of contract renewal compared to 12 months prior, or 5%, whichever is less.
4. Article 3 of the Agreement, Compensation, subarticle f is hereby deleted in its entirety and replaced with the following:
 - f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) for the initial term of this Agreement (including extensions or renewals, if any).
5. Schedule A-1, 2023-2026 Scope of Services and Pricing/Payment, is attached hereto and by this reference made a part of the Agreement.

Except as expressly amended in this Amendment 1, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 as of the day and year first written above.

COUNTY:
Snohomish County, a political subdivision
of the State of Washington

By Klein, Kenneth
Name: Ken Klein
Title: Executive Director

Digitally signed by Klein, Kenneth
Date: 2023.07.25 09:58:51 -07'00'

CONTRACTOR:
Technology Learning Group, Inc. dba TLG
Learning, a corporation licensed to do business in the
State of Washington

By [Signature]
Name: Greg Gale
Title: President/CEO

<p>COUNCIL USE ONLY</p> <p>Approved <u>7/19/2023</u></p> <p>ECAF # <u>2023-0647</u></p> <p>MOT/ORD <u>Motion 23-268</u></p>
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Schedule A-1
2023-2026 Scope of Services and Pricing/Payment

TLG Learning shall provide instructors to lead classes of up to 15 participants. Classes may be held on-site at the Snohomish County Information Technology Training Room, 3000 Rockefeller, 7th Floor of the Robert Drewel Building, or may be live, instructor-led trainings offered virtually.

Class Titles	Length	Price	Prerequisite
Microsoft - Word, Levels 1, 2 & 3 (each level is a 1-day class)	Full Day	\$1,620.00	No prerequisites for Level 1 classes. For Levels 2 and 3, the previous class (or equivalent experience) is required.
Microsoft – Excel Levels 1,2 & 3 (each level is a 1-day class)	Full Day	\$1,620.00	No prerequisites for Level 1 classes. For Levels 2 and 3, the previous class (or equivalent experience) is required.
Microsoft – PowerPoint Levels 1 & 2 (each level is a 1-day class)	Full Day	\$1,620.00	No prerequisites for Level 1 classes. For Level 2, the Level 1 class or equivalent experience is required.
Microsoft Outlook Level 1 (1-day class)	Full Day	\$1,620.00	None
Introduction to SharePoint Modern for Site Members and Site Owners (1-day class)	Full Day	\$1,944.00	None
Data Analysis using Power BI Desktop - Level 1 - Report Builder (2-day class)	Two Day	\$5,988.00	Excel Level 2 is required.
Data Model Design using Power BI Desktop - Level 2 (1-day class)	Full Day	\$4,194.00	Level 1 Report Builder is required.
Introduction to DAX for Power BI Desktop Users - Level 3 (2-day class)	Two Day	\$8,028.00	Level 2 Data Model Design is required.
Microsoft - OneDrive for Business (½ day Class)	Half Day	\$1,555.20	None
Visio Levels 1 & 2 (Each Level is a 1-day class)	Full Day	\$1,620.00	No prerequisites for Level 1 classes. For Level 2, the Level 1 class or equivalent experience is required.
Microsoft Project (Levels 1 & 2, 2 Day Class)	Two Day	\$4,140.00	No prerequisites for Level 1 classes. For Level 2, the Level 1 class or equivalent experience is required.

TLG Learning shall provide textbooks electronically via email to enrolled County students a minimum of 24 hours prior to the scheduled class.

Classes scheduled by TLG with Snohomish County during the same calendar month period shall be included in one invoice and shall be submitted by TLG to the County at the end of that month. All invoices shall state the date and title of each class provided and the length of each class provided (half, full, or two-day class).