

**AMENDMENT 1 TO THE SOFTWARE AS A SERVICE AGREEMENT BETWEEN
SNOHOMISH COUNTY AND GOVQA, LLC FOR THE PUBLIC RECORDS
MANAGEMENT SYSTEM**

This is Amendment 1 to the Software as a Service Agreement executed on August 12, 2020, (the “Master Agreement”) by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and GovQA, LLC, incorporated under the laws of the State of Delaware and duly licensed to conduct business in Washington State (the “Contractor”) (Contractor and County collectively, the “Parties” and each a “Party”).

WHEREAS, the County and GovQA are the parties to that certain Software as a Service Agreement executed on August 12, 2020, (the “Master Agreement”); and

WHEREAS, GovQA, LLC was acquired by Granicus LLC in August 2021; and

WHEREAS, the Agreement shall remain under GovQA, LLC, and invoices, quotes and work orders shall be issued under Granicus LLC and

WHEREAS, the Snohomish Health District and the County use separate GovQA databases under separate accounts; and

WHEREAS, the Snohomish Health District will cease operations as of 11:59 p.m. December 31, 2022; and

WHEREAS, the Snohomish Health District has notified GovQA that its master service agreement will remain in full force and effect through December 31, 2022 and will be considered terminated after such date; and

WHEREAS, the Snohomish Health District will become a County department beginning January 1, 2023; and

WHEREAS, transfer of the Snohomish Health District database records to the County will require a one-time fee to import the Snohomish Health District’s database records (“Legacy Data”) into the County’s GovQA database;

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 1, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. GovQA shall import the Legacy Data from the Snohomish Health District's GovQA account into the County's GovQA account for a one-time fee of Four Thousand Dollars and Zero Cents (\$4,000.00) upon execution of this Amendment 1.
2. Exhibit E, Work Order Quote Number Q-237399 is hereby attached to this Amendment 1 and by reference incorporated into the Agreement. Contractor shall commence work on the tasks set forth in Exhibit E within a reasonable time after execution of this Amendment 1. Contractor shall invoice the County upon execution of this Amendment 1 and the County shall pay the fee within 30 days of receipt of the invoice from GovQA.
3. Section XIV, T, of the Agreement ("Incorporation of Exhibits") is hereby amended to read as follows:

T. Incorporation of Exhibits.

Exhibits A, B, C, D, and E referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

The Contractor was selected through the County's RFP identified in Section II. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

4. Section XIV, U, of the Agreement ("Entire Agreement and Order of Precedence") is hereby amended to read as follows:

U. Entire Agreement and Order of Precedence.

This written Agreement and its corresponding Exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Agreement and any of the attached Exhibits, the precedence of Documents shall be as follows:

1. Agreement
2. Exhibit A – Statement of Work
3. Exhibit B – GovQA Availability of System Addendum
4. Exhibit C – RFP Functional Requirements Response
5. Exhibit D – Services and Pricing Schedule

6. Exhibit E – Work Order Quote Number Q-237399.

5. Except as expressly amended by 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 caused this Amendment 1 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY:

Granicus, LLC:

Snohomish County Executive
Date

Ken Klein
Executive Director

DocuSigned by:
Brendan Stierman
8E342585D3714DE

By: Brendan Stierman

Title: Contracts Manager

Date: 11/22/2022

Approved as to Insurance Provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.11.22 10:53:16 -08'00'

Risk Management

COUNCIL USE ONLY	
Approved	<u>12/7/2022</u>
ECAF #	<u>2022-1170</u>
MOT/ORD	<u>Motion 22-511</u>



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Snohomish County WA

Granicus Proposal for Snohomish County WA

EXHIBIT E

ORDER DETAILS

Prepared By: Angie Huisman
Phone:
Email: angie.huisman@granicus.com
Order #: Q-237399
Prepared On: 11/04/2022
Expires On: 12/18/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Legacy Data Import	Up Front	1 Each	\$4,000.00
SUBTOTAL:			\$4,000.00



PRODUCT DESCRIPTIONS

Solution	Description
Legacy Data Import	Legacy Data Import



TERMS & CONDITIONS

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Snohomish County WA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-237399 dated 11/04/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.