

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'

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

Service/Product	Cost	Extended
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

Service/Product	Cost	Extended
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
TOTAL SUPPLEMENTAL FEES NOT TO EXCEED		\$500.00 per year

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