

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 22-409

APPROVAL AND AUTHORIZATION FOR THE EXECUTIVE
TO SIGN 3RD AMENDMENT TO CONTRACT WITH TOUCHPHRASE LLC
FOR SOFTWARE SERVICES PROVIDED TO THE SNOHOMISH COUNTY LEAD PROGRAM

WHEREAS, the Washington Health Care Authority (HCA) awarded the County, through the Snohomish County Prosecuting Attorney' Office (PAO), a deliverables-based grant of \$1,685,878 in June 2020, to implement a Law Enforcement Assisted Diversion (LEAD) Pilot Site Development program in Snohomish County to run through September 30, 2021; and

WHEREAS, the HCA has awarded the PAO additional grant funds of \$1,612,000 to continue the LEAD program in Snohomish County for the period between July 1, 2021, through June 30, 2023; and

WHEREAS, the grant funds from the HCA for this contract pass through the PAO's budget to TouchPhrase, LLC d/b/a Julota, the Software as a Service provider for the Snohomish County LEAD Program; and

WHEREAS, Snohomish County, on behalf of the PAO, entered into an Agreement to Pay for Services Rendered to a Third Party (Agreement) with Julota to provide dedicated case and data management software for Third Parties for the day-to-day operations of the LEAD Program; and

WHEREAS, the Third Parties are comprised of Snohomish County LEAD partner contractors, including Evergreen Recovery Centers, who has primary responsibility for gathering and inputting program participant case management data into Julota's software program, and with whom Julota has entered into a Statement of Work describing the services provided, which the County has agreed to pay for; and

WHEREAS, the County and Julota wish to extend the Agreement period to September 30, 2023;

NOW, THEREFORE, ON MOTION, the Snohomish County Council approves and authorizes the County Executive to sign the attached Amendment No. 3 to Agreement to Pay for Services Rendered to a Third Party and the associated Amendment No. 2 to Evergreen Recovery Centers Statement of Work No. 1, to provide continuing software services to the LEAD program, not to exceed \$43,465.45 from October 1, 2022, through September 30, 2023.

DATED this 28th day of September, 2022.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Asst. Clerk of the Council

**AMENDMENT 3 TO AGREEMENT TO PAY FOR SERVICES RENDERED TO A
THIRD PARTY**

This Amendment 3 to the "Agreement to Pay for Services Rendered to a Third Party" (the "Agreement"), executed on November 3, 2020, by and between Snohomish County, a political subdivision of the State of Washington ("Snohomish") and TouchPhrase Development, LLC d/b/a Julota, a Colorado limited liability company, which has a place of business at 102 S. Tejon St., Ste. 1100, Colorado Springs, CO 80903 ("Julota") is made and entered into on this 22nd day of Sept., 2022.

NOW, THEREFORE, in consideration of the mutual obligations set out below, the parties agree that the Agreement is amended as follows:

1. Section 1.1, Fees, is amended to read as follows:
 - A. Snohomish will pay all fees and taxes as set forth in each Statement of Work ("SOW") that it executes pursuant to the terms of the SOW (the "Fees"). All Fees are quoted in United State currency. Except as otherwise provided in this Agreement, Fees are non-refundable. The payment obligations and Julota's termination rights set forth in the SAAS Agreement are in relevant part, incorporated herein by reference. Julota may terminate any SAAS Agreement or any SOW for any violation of the terms of this Agreement, the SAAS Agreement, or any SOW by Snohomish or the Customer in the applicable SAAS Agreement. Total charges under the Initial Term of this Agreement (and any applicable SAAS and SOW) shall not exceed \$105,800.00 plus applicable taxes.
 - B. Total charges for the Renewal Term (10/1/2021-9/30/22) shall not exceed \$49,739.40
 - C. Total charges for the Renewal Term (10/1/2022-9/30/23) shall not exceed \$43,465.45
2. A new section Section 1.5, Term and Termination, is added to the Agreement to read as follows:

Term and Termination. The term of this Agreement shall commence upon execution and continue for one year until 11:59:59 pm MT on September 30, 2023 (the "Initial Term"), with the option to renew for successive 1-year periods (each, a "Renewal Term") upon at least sixty (60) days written notice prior to the expiration of the Initial Term or each Renewal Term.

Snohomish may terminate this Agreement for legislative non-appropriation or nonreceipt of grant funds upon at least sixty (60) days written notice.


In the event this Agreement is terminated by either party, Snohomish shall only be obligated to pay Fees incurred up to and including the termination date.

Except as expressly amended in the Amendment 3, 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 3 as of the day and year first written above.

Julota:

TouchPhrase Development, LLC d/b/a Julota, a Colorado limited liability company

By: 
Scott Cravens, CEO

Dated: 9/22/2022

Snohomish:

Snohomish County

By: Klein, Kenneth Klein, Kenneth
2022.09.29 09:40:46 -07'00'
Ken Klein, Executive Director

Dated: 9/29/2022

COUNCIL USE ONLY	
Approved	<u>9/28/2022</u>
ECAF #	<u>2022-1000</u>
MOT/ORD	<u>Motion 22-409</u>