

**AMENDMENT 2 TO THE SOFTWARE LICENSE AND SERVICE AGREEMENT  
WITH HIGH LINE**

This is Amendment 2 to the Software License and Service Agreement, dated May 3, 2017, as amended by the First Amendment, dated October 24, 2019 (hereinafter referred to as Amendment 1), (together, hereafter “The Agreement”), by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiary, High Line Corporation, licensed to do business in the State of Washington (“High Line” or “Contractor”) (High Line and County collectively, the “Parties” and each a “Party”).

WHEREAS, the County purchased the Human Resource Information System and Applicant Tracking System (HRIS/ATS), subsequent to RFP 04-02, and began using the High Line Human Resources Information and Applicant Tracking System (HRIS/ATS) in 2003; and

WHEREAS, the County upgraded the HRIS to High Line’s NextGen System in 2017 and

WHEREAS, the County and High Line entered into that certain Software License and Services Agreement Between Snohomish County and High Line Corporation (the “Original Agreement”) on May 3, 2017, and

WHEREAS, the County and High Line acknowledge and agree that High Line Corporation is a wholly owned subsidiary of Governmentjobs.com, Inc., and

WHEREAS, the Original Agreement facilitated the migration of the on-premise version to the Contractor’s hosted facility; and

WHEREAS, the Original Agreement included a hosting fee for certain modules for up to 4500 employees; and

WHEREAS, Amendment 1, executed October 24, 2019, included set up, configuration, and implementation of the High Line Time Management Self Service (TMSS) module with Tier 1 support, which includes TMSS module hosting services for time tracking data for up to 600 employees; and

WHEREAS, beginning July 1, 2022, the County wishes to increase the current hosting support for the TMSS module to Tier 3 to allow for support of up to 4,000 employees in order to provide uninterrupted implementation of the TMSS module; and

WHEREAS, the additional hosting support for the TMSS module will increase the County's total hosting fee as of July 1, 2022; and

WHEREAS, the total monthly hosting fee beginning July 1, 2022, shall be Fifteen Thousand One Hundred Twenty-One Dollars (\$15,121.00) subject to an annual increase in May of each year, per Section 4.I.1 of Exhibit A of the Agreement, plus applicable Washington State Sales Tax.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 2, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. A new subsection 1.1 is hereby added to Exhibit A, Section 4, Part I, 1 to the Agreement to read as follows:

**1.1** Tier 3 TMSS hosting support shall be activated effective July 1, 2022, for total monthly hosting services cost of \$15,121.00, subject to an annual increase in May of each year, per this section of the Agreement.

2. Exhibit B-2, Section 3.3 (Hosting Tier Increase) of the Agreement, shall be amended as follows:

**3.3 Hosting Tier Increase**

**3.3.1.** The County has approximately 3,200 active employees and is hosted. There are approximately 500 outside district employees (JTD) that will not use Employee/Manager Self-Service. The current hosting is at Tier 1, which supports basic Employee/Manager Self-Service. Once the County will require additional computer resources to support the activity with multiple self-service services configured in a round-robin load balancer.

**3.3.2** The hosting services contract will be upgraded to Tier 3 support to allow up to 4,000 employees access to the Time Management Self-Service system beginning on July 1, 2022.

3. Except as expressly amended by this Amendment 2, 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 2 to be duly executed as of the date set forth above.

SNOHOMISH COUNTY:

HIGH LINE:

\_\_\_\_\_  
Snohomish County Executive  
Date



\_\_\_\_\_  
By:  
Ana Alfaro  
\_\_\_\_\_  
Title:  
Revenue Accounting Manager  
\_\_\_\_\_  
Date:  
03/28/2022  
\_\_\_\_\_

Approved as to Insurance Provisions:

\_\_\_\_\_  
Risk Management

<p><b>COUNCIL USE ONLY</b></p> <p>Approved <u>5/11/2022</u></p> <p>ECAF # <u>2022-0298</u></p> <p>MOT/ORD <u>Motion 22-156</u></p>
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