

## AMENDMENT 8 TO THE SOFTWARE LICENSE AGREEMENT

This Amendment 8 to the Software License Agreement for a Permit Tracking Software System, executed on April 20, 1994, and subsequently amended, is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Granicus, LLC, a Minnesota Limited Liability Company located at 408 St. Peter Street, Suite 600, Saint Paul, MN 55102, and duly registered and authorized to conduct business in Washington State ("Granicus" or the "Contractor").

### RECITALS

- A. Granicus is the vendor of certain software database products, commonly known as "AMANDA Software," that are used to input, store, sort, manage, track and analyze building and land use permit and development applications and related information; and
- B. The County originally purchased AMANDA Software pursuant to that certain Agreement dated April 20, 1994 (the "Original Agreement"); and
- C. Between the date of the Original Agreement and the date of this Amendment 8, many amendments have modified and/or enhanced the terms of the Original Agreement, including: (i) on or about June 22, 1998, the County upgraded its software license for the AMANDA Software from a per user license to an enterprise license; (ii) pursuant to that certain Contract for Professional Services dated May 14, 2001, the County added certain enhancements to the County's installation of AMANDA Software; (iii) pursuant to that certain Master Agreement for the Purchase of AMANDA Software Modules and Related Services, dated August 13, 2007, the County purchased additional modules, upgrades, enhancements and customizations for the County's installation of the AMANDA Software; (iv) pursuant to that certain Addendum to Software License Agreement dated December 21, 2009, the County purchased a license to use the GIS Adaptor Software and related services for the County's AMANDA Software; (v) pursuant to that Software License and Services Agreement for Upgrade to AMANDA 5 dated September 27, 2012, the County added enhancements to the County's installation of AMANDA Software and upgrade its software license for the AMANDA Software to AMANDA 5; (vi) pursuant to that certain Amendment 6 to the Software License Agreement dated August 7, 2013, the County upgraded the software to AMANDA 6 and purchased maintenance and support to extend the life of the contract for AMANDA software, and; (vii) pursuant to that certain Amendment 7 to the Software License Agreement dated July 12, 2018, the County purchased certain additional modules and upgraded its software license for the AMANDA Software to AMANDA 7. As modified by these modifications, amendments or additions, the Original Agreement shall be called the "Agreement"; and
- D. The County now desires that Granicus continue to provide maintenance and support services for all modules covered under the Software License Agreement, with the exception of the Collaboration Portal, which shall be removed from the Agreement; and

E. Periodically, the County requires professional services for specific customizations which are outside the scope of normal maintenance and routine software upgrades, and specific customized training, which Granicus has agreed to provide.

AGREEMENT

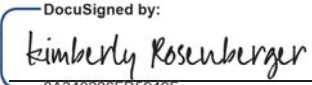
NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. Schedule A of the Original Agreement is hereby amended to add Schedule A-8 attached hereto and incorporated herein by this reference.
2. Except as expressly amended in this Amendment 8, the terms and conditions of the Original Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 8 to be duly executed as of the date set forth below by signature of the County Executive.

“Contractor”  
**GRANICUS, LLC**

“County”  
**SNOHOMISH COUNTY**

By:   
DocuSigned by:  
BA340286FD5949F  
 Title: Contracts Manager  
 Date: 6/12/2023

By: **Klein, Kenneth** Digitally signed by Klein, Kenneth  
Date: 2023.07.25 09:57:46 -07'00'  
 Snohomish County Executive Ken Klein  
 Date: Executive Director

COUNCIL USE ONLY	
Approved	<u>7/19/2023</u>
ECAF #	<u>2023-0604</u>
MOT/ORD	<u>Motion 23-262</u>

**Schedule A-8**

## Costs Summary

**Table 1: Professional Services and Training Services Fee Table**

Item	Item Description	Cost
Ad Hoc Professional Services	Invoiced Monthly after Services are Rendered	\$175.00 per hour Total Not to Exceed \$50,000.00 through 11/30/2028
Training Services by Pre-Approved Work Order*	Invoiced Monthly after Services are Rendered	Total Work Orders Not to Exceed \$25,000.00 through 11/30/2028

\*In the event Training Services are needed, County shall provide a written work order request for training services to Contractor, who shall provide an estimate of hours needed and the cost to accomplish the additional work. Upon receipt of County purchase order, Contractor shall be authorized to provide additional work as agreed.

### **Maintenance and Support Annual Fees**

Maintenance and Support fees for the five-year term from 12/1/2023 through 11/30/2028 shall be invoiced in the amounts stated on Order Form number Q-280438, attached hereto as Attachment 8-1.



408 St. Peter St, Suite 600  
St. Paul, MN 55102

**THIS IS NOT AN INVOICE**

**Attachment 8-1**

Order Form  
Prepared for  
Snohomish County WA

## Granicus Proposal for Snohomish County WA

### ORDER DETAILS

**Prepared By:** Marilyn Fletcher  
**Phone:**  
**Email:** marilyn.fletcher@granicus.com  
**Order #:** Q-280438  
**Prepared On:** 18 May 2023  
**Expires On:** 30 Nov 2023

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** 12/01/2023 - 11/30/2024



## PRICING SUMMARY

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

<b>Renewing Subscription Fees</b> Period of Performance: December 1, 2023 through November 30, 2024			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>Annual Fee</b>
AMANDA Batch Scheduler Module Maintenance	Annual	1 Each	\$3,990.32
AMANDA Cashier Module Maintenance	Annual	1 Each	\$5,007.80
AMANDA Concurrent User License Maintenance	Annual	1 Each	\$52,164.45
AMANDA EDMS Adaptor Maintenance	Annual	1 Each	\$3,368.10
AMANDA Enhanced Inspection Deficiency Module Maintenance	Annual	1 Each	\$2,893.21
AMANDA Enterprise Authentication Adaptor Maintenance	Annual	1 Each	\$1,234.97
AMANDA GIS Adaptor Maintenance	Annual	1 Each	\$4,030.24
AMANDA Inspector App - Named License Maintenance	Annual	1 Each	\$9,771.94
AMANDA Inspector App - Server Maintenance	Annual	1 Each	\$3,592.63
AMANDA Permit Module Maintenance	Annual	1 Each	\$5,007.80
AMANDA Trust Account Module Maintenance	Annual	1 Each	\$1,626.10
AMANDA Analytics Module Subscription	Annual	1 Each	\$5,320.39
<b>SUBTOTAL:</b>			<b>\$98,007.95</b>



## FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	01 Dec 2024 - 30 Nov 2025	01 Dec 2025 - 30 Nov 2026	01 Dec 2026 - 30 Nov 2027	01 Dec 2027 - 30 Nov 2028
AMANDA Batch Scheduler Module Maintenance	\$4,189.84	\$4,399.33	\$4,619.29	\$4,850.26
AMANDA Cashier Module Maintenance	\$5,258.19	\$5,521.10	\$5,797.15	\$6,087.01
AMANDA Concurrent User License Maintenance	\$54,772.67	\$57,511.31	\$60,386.87	\$63,406.22
AMANDA EDMS Adaptor Maintenance	\$3,536.51	\$3,713.33	\$3,899.00	\$4,093.95
AMANDA Enhanced Inspection Deficiency Module Maintenance	\$3,037.87	\$3,189.76	\$3,349.25	\$3,516.71
AMANDA Enterprise Authentication Adaptor Maintenance	\$1,296.72	\$1,361.55	\$1,429.63	\$1,501.11
AMANDA GIS Adaptor Maintenance	\$4,231.75	\$4,443.34	\$4,665.51	\$4,898.78
AMANDA Inspector App - Named License Maintenance	\$10,260.54	\$10,773.56	\$11,312.24	\$11,877.85
AMANDA Inspector App - Server Maintenance	\$3,772.26	\$3,960.87	\$4,158.92	\$4,366.86
AMANDA Permit Module Maintenance	\$5,258.19	\$5,521.10	\$5,797.15	\$6,087.01
AMANDA Trust Account Module Maintenance	\$1,707.41	\$1,792.78	\$1,882.41	\$1,976.53
AMANDA Analytics Module Subscription	\$5,586.41	\$5,865.73	\$6,159.02	\$6,466.97
<b>SUBTOTAL:</b>	<b>\$102,908.36</b>	<b>\$108,053.76</b>	<b>\$113,456.44</b>	<b>\$119,129.26</b>



## PRODUCT DESCRIPTIONS

Solution	Description
AMANDA Batch Scheduler Module Maintenance	Scheduler to execute batch jobs including business logic and reports.
AMANDA Cashier Module Maintenance	Point of Sale functionality within Amanda
AMANDA Concurrent User License Maintenance	User license for accessing Amanda Platform.
AMANDA EDMS Adaptor Maintenance	Adaptor to integrate with external document management system
AMANDA Enhanced Inspection Deficiency Module Maintenance	Manage Code Books that govern inspections
AMANDA Enterprise Authentication Adaptor Maintenance	Single Sign-On features for backoffice users
AMANDA GIS Adaptor Maintenance	Adaptor to integrate with external GIS viewer.
AMANDA Inspector App - Named License Maintenance	Mobile App for Inspectors to complete inspections onsite.
AMANDA Inspector App - Server Maintenance	Mobile App for Inspectors to complete inspections onsite.



<b>Solution</b>	<b>Description</b>
AMANDA Permit Module Maintenance	Case Management capabilities for Permitting cases.
AMANDA Trust Account Module Maintenance	Ability to manage Trust Accounts / Escrow funds to be used against Cases.
AMANDA Analytics Module Subscription	Analytics dashboard for Yellowfin reports.





## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-280438 dated 18 May 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- 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.



## BILLING INFORMATION


<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	[ ] - No [ ] - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

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

*The pricing, terms, and conditions of quote Q-280438 dated 18 May 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Snohomish County WA	
<b>Signature:</b>	 Digitally signed by Klein, Kenneth Date: 2023.07.25 09:58:15 -07'00'
<b>Name:</b>	Ken Klein
<b>Title:</b>	Executive Director
<b>Date:</b>	