

**AMENDMENT 3 TO THE SOFTWARE LICENSE AND SERVICE AGREEMENT
WITH HIGH LINE**

This is Amendment 3 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), and Amendment 2, dated May 12, 2022, (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; and,

WHEREAS, Amendment 2, executed May 12, 2022, increased, the hosting support for the TMSS module to Tier 3 beginning July 1, 2022; and

WHEREAS, the County's Collective Bargaining Agreement has different rules for represented staff and non-represented staff in regard to Leave Without Pay directly before or after a holiday; and

WHEREAS, the County requires two new time rules to be added to the TMSS module to accommodate the different holiday hours entitlement.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 3, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. Exhibit E – Work Order W8889, is hereby attached to this Amendment 3 and by reference incorporated into the Agreement. Contractor shall commence work on the tasks set forth in Exhibit E upon execution of Amendment 3. Contractor shall invoice the County based on actual time spent, but in no case shall compensation for work under Exhibit E exceed Seven Thousand Five Hundred Sixty Dollars (\$7,560.00).
2. Part 35 of the Agreement, is hereby deleted in its entirety and replaced with the following:

35. Entire Agreement and Order of Precedence

A. This written Agreement and its corresponding Exhibits constitutes 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 Master Document and any of the attached Exhibits, the precedence of Documents shall be as follows:

- i. Master Document
- ii. Exhibit A Software and Hosting, Services and Fees
- iii. Exhibit B Service Level Agreement
- iv. HLC-Support Services Policy
- v. Exhibit A-2 Time Management Self Service Statement of Work
- vi. Exhibit B-2 Personality Time Management Planning Report
- vii. Exhibit C-2 Managed Work Week
- viii. Exhibit D-2 Time Management Implementation
- ix. Exhibit E Work Order W8889

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

SNOHOMISH COUNTY:

HIGH LINE:


Snohomish County Executive **Ken Klein**
Date Executive Director

Tracey Virtue
By: Tracey Virtue

Title: President, High Line Software

Date: Sept. 1, 2022

Approved as to Insurance Provisions:

Barker, Sheila  Digitally signed by Barker, Sheila
Date: 2022.09.02 14:16:02 -07'00'

Risk Management

COUNCIL USE ONLY	
Approved	<u>9/28/2022</u>
ECAF #	<u>2022-0840</u>
MOT/ORD	<u>Motion 22-376</u>



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 Attn: Terri Shields

W8889

SNC requires 2 new Time Rules for downstream TMSS implementation

Issue Date: 2022-07-07

CBA represented staff and non-represented staff follow different rules with regard to LWOP directly before or after a holiday, and related impacts to the Holiday Hours entitlement. This has resulted in the need for two new time rules to be used in conjunction with the existing time rules: PRORATE PAID HOL and PRORATE PAID HOL FORCE BALANCE.

Stated simply: Currently, LWOP before or after the holiday results in the proration of holiday hours via PRORATE PAID HOL. However non-repped staff are entitled to zero holiday hours if there is ANY lwop directly before or after the holiday, NOT proration (NEW TR #1). Additionally, for represented staff, HR has clarified that partial LWOP directly before or after the holiday should result in prorated holiday hours (current TR), HOWEVER a full day of LWOP directly before or after the holiday should result in no holiday hours (NEW TR #2).

Detailed specifications on the two new time rules can be found in CCare Case 152794.

Resource	Description	Time	Cost
Developer		4 - 6 days	\$5040 - \$7560
	ESTIMATE ONLY	4 - 6 days	\$5,040 - \$7,560
All billing will be done upon actual time spent. See terms below.			
Signature		Date	Purchase Order

TERMS for Work Order W8889

- * Quotation valid for 30 days from issue date.
- * Progress billings will be sent monthly for work completed, if work order extends over a month. Payment Terms Net 30 days from invoice date.
- * A signed copy of the work order must be returned to NEOGOV before work will be scheduled.
- * Changes/modifications, including refinements of original specifications may result in additional billable time.
- * Note: Work Orders may not be scheduled until 6 weeks from date of receipt of approval (depending on current work load).
- * Client is responsible for all testing.