

## **AMENDMENT 2 TO AGREEMENT TO PAY FOR SERVICES RENDERED TO A THIRD PARTY**

This Amendment 2 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 27th day of September, 2021.

**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.
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, 2021 (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 1, 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 1 as of the day and year first written above.

**SNOHOMISH:**

Snohomish County, a political subdivision of the State of Washington

By  Ken Klein  
2021.10.25  
14:44:17 -07'00'

Name: Ken Klein

Title: Executive Director

**JULOTA:**

TouchPhrase Development, LLC  
A Colorado Corporation

By 

Name: Scott A. Cravens

Title: CEO

<b>COUNCIL USE ONLY</b>	
Approved	<u>October 25, 2021</u>
ECAF #	<u>2021-0918</u>
MOT/ORD	<u>Motion 21-401</u>