

**AMENDMENT 2 TO THE SOFTWARE AS A SERVICE (SaaS) AGREEMENT WITH  
EASY VISTA, INC., FOR AN INFORMATION TECHNOLOGY SERVICE  
MANAGEMENT SYSTEM**

This Amendment 2 to the "Software as a Service (SaaS) Agreement for an Information Technology Service Management System" (the "Agreement"), executed on September 23, 2019, as amended by Amendment 1 dated February 2, 2022, by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Easy Vista, Inc., duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into to become effective on December 16, 2022.

**RECITALS**

WHEREAS, the County and Easy Vista, Inc. are the parties to that certain Agreement executed on September 23, 2019, as amended by Amendment 1 dated February 2, 2022, entitled "Software as a Service (SaaS) Agreement for an Information Technology Service Management System" (ITSM); and

WHEREAS, the ITSM has enabled the County to support its customers by providing a service desk ticketing system to track incidents and requests using Information Technology Infrastructure Library best practices; and

WHEREAS, the County has a need for consulting services to guide the County in the configuration and deployment of additional functionality of the ITSM; and

WHEREAS, the County published RFP-22-034BC to solicit proposals for consulting services; and

WHEREAS, Easy Vista, Inc. was selected by the County evaluation committee to provide consulting services to guide the County in the configuration and deployment of additional ITSM functionality; and

WHEREAS, to that end, the parties have agreed to an EasyAssist Custom Subscription package of professional services for Thirty-Three Thousand Dollars (\$33,000.00).

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

1. Exhibit E, (Phase II Statement of Work) is added to the Agreement to describe the services added by this Amendment 2 and incorporated herein by this reference.
2. Section II, Scope of Agreement, is replaced in its entirety with the following:

The purpose of this Agreement is to Grant a license to the County so that its Authorized Users may access and use Contractor's online Information Technology Service Management (ITSM) solution that leverages the ITIL framework. Upon execution of Amendment 1, Contractor shall also provide associated design and configuration to implement County use of the IT Asset Contract Management and Software Asset License Management modules and provide services to complete Phase 1 enhancements, each as defined in Exhibit D (Phase II Statement of Work). Upon execution of Amendment 2, Contractor shall also provide consulting services to guide the County in the configuration and deployment of additional functionality of the ITSM, as defined in Exhibit E (EasyAssist Subscription Statement of Work). The scope of services is as defined in Exhibit A (Scope of Work), Exhibit D (Phase II Statement of Work), and Exhibit E (EasyAssist Subscription Statement of Work), attached hereto and by reference made a part hereof. This Agreement is the product of County RFP No. 051-18SB IT Service Management (ITSM) System.

3. The following subsection of Section III, Services, Part D, Training Services is amended as follows:

Part D. Training Services is replaced in its entirety with the following:

**D. Training Services**

1. Contractor shall provide Training Services to the County as detailed in Exhibit A, Exhibit D, and Exhibit E.

4. The following subsections of Section VII, Price and Payment, are amended as follows:  
Part A is replaced in its entirety with the following:

A.1 The County shall pay the Contractor \$117,925 plus Travel and Expenses (not to exceed \$10,000.00) upon Acceptance for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit A. Annual recurring charges for Support and Maintenance Services in years 2 through 5 shall total \$43,806 per year.

A.2 The County shall pay the Contractor \$54,150.00 upon Acceptance for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit D.

A.3 The County shall pay the Contractor \$33,000.00 for prepaid services upon receipt of an invoice for services described in Exhibit E.

Part B is replaced in its entirety with the following:

B. Where the Contractor requires payments by Snohomish County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the

month, and the total dollar payment requested. Unless specifically stated in Exhibit A, Exhibit D, or Exhibit E, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Part C is replaced in its entirety with the following:

- C.1 The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly in arrears, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit A and Exhibit D. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Exhibit A and Exhibit D.
- C.2 The County shall, after execution of Amendment 2 and upon receipt of an invoice from the Contractor, compensate the Contractor for the prepaid consulting services set forth in Exhibit E. Payment shall be made on a Net Thirty (30) day basis.

5. The following subsection of Section XIII, Miscellaneous is revised as follows:

Part U. Entire Agreement and Order of Precedence, is replaced in its entirety with the following:

This written Agreement and its corresponding Exhibits constitute 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 Agreement and any of the attached Exhibits, the precedence of Documents shall be as follows:

- 1. Agreement
  - 2. Exhibit A (Statement of Work)
  - 3. Exhibit B (Technical Support Levels)
  - 4. Exhibit C (Pricing and Payment)
  - 5. Exhibit D (Phase II Statement of Work)
  - 6. Exhibit E (EasyAssist Subscription Statement of Work)
  - 7. RFP
  - 8. Contractor's Response to RFP
6. All other terms of the Master Agreement shall remain in full force and effect, except as expressly modified by this Amendment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 2 to become effective on \_\_\_\_\_, 2022.

**COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By Klein, Kenneth Klein, Kenneth  
2022.12.16 12:47:16 -08'00'  
Name: Ken Klein  
Title: Executive Director

**CONTRACTOR:**

Easy Vista, Inc.  
A Delaware Corporation

By Andrew Reynolds DocuSigned by:  
CB8FC77CE3BF40B...  
Name: Andrew Reynolds  
Title: Global Head, Professional Services

**Approved as to Insurance and Indemnification Provisions:**

Barker, Sheila Digitally signed by Barker, Sheila  
Date: 2022.11.18 13:26:23 -08'00'  
Risk Management

COUNCIL USE ONLY	
Approved	<u>12/7/2022</u>
ECAF #	<u>2022-1205</u>
MOT/ORD	<u>Motion 22-506</u>



EXHIBIT E

# EasyAssist Subscription

## Statement of work

**Prepared For:**

## **Snohomish County**

Prepared By: Andrew Reynolds  
Date: 8/24/2022  
Expiration Date: 9/30/2022

**EasyVista, Inc**  
3 Columbus Circle  
15<sup>th</sup> Floor  
New York, NY 10019  
Tel: +1 888-EZV-ITSM

# TABLE OF CONTENTS

---

<b>TABLE OF CONTENTS .....</b>	<b>1</b>
<b>PRIMARY CONTACTS.....</b>	<b>2</b>
<b>PLACE OF PERFORMANCE .....</b>	<b>2</b>
<b>DELIVERABLES .....</b>	<b>3</b>
<b>CHANGES AND ESCALATION MANAGEMENT .....</b>	<b>3</b>
<b>ASSUMPTIONS AND DEPENDENCIES .....</b>	<b>4</b>
<b>COST SUMMARY.....</b>	<b>4</b>
<b>AUTHORIZATION &amp; ACCEPTANCE .....</b>	<b>5</b>

## PRIMARY CONTACTS

---

### Customer Information

Company Name:	Snohomish County	
Point of Contact Name:	M.E Kalsen	
Point of Contact Phone / Email:	m.e.Kalsen@snoco.org	Click or tap here to enter text.

### EasyVista Information

Sales Rep Name / Fax	Michael Brandt	1-646-736-6967
Sales Rep Phone / Email	Mbrandt@easyvista.com	813-431-3297

Services Rep Name / Fax	Andrew Reynolds	
Services Rep Phone / Email	1-570-534-0383	areynolds@easyvista.com

## PLACE OF PERFORMANCE

---

All work is performed remotely.

## PURPOSE

---

This EasyAssist Statement of Work ("EasyAssist SOW") between Snohomish County ("County" or "Customer") and EasyVista, Inc. ("SERVICE PROVIDER" or "EasyVista" or "EasyVista, Inc.") is made part of and incorporated by reference to the Software as a Service (SaaS) Agreement (the "Agreement") entered into on September 23, 2019 and amended on February 2, 2022. Any changes or additions to this SOW must be made in accordance with Section XIII.B. of the Agreement

In the event of a conflict between this SOW and the Agreement, the terms of the Agreement shall control. All other terms of the SOW shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

## DELIVERABLES

---

EasyVista shall provide consulting, software configuration and design, and training services to the County. These services shall be used to guide Snohomish County in the configuration and deployment of additional functionality in the EasyVista software suite in the following areas: (including but not limited to):

- Human Resources Ticketing Platform and Portal (2nd Domain)
- Financial Management Module
- Project & Portfolio Management Module
- Records Center Asset Management (Includes additional web interface/service apps)
- Release Management Module
- Self Help Module
- Department IT contact specialized access
- Configuration of software to align with new design/functionality
- Configuration changes to meet future business needs of County

Prior to work beginning for each deliverable, the County shall coordinate with EasyVista to create a written plan that includes the specific scope, roles and responsibilities, and acceptance criteria of the deliverable.

## CHANGES AND ESCALATION MANAGEMENT

---

### Change Control

The Change Control Process shall be used when a change is made to the schedule, work assignments, contacts or other sections of this SOW that do not include an increase in scope and fees. Any change to scope and fees which increases the cost of the SOW shall be executed through a contract amendment. If an additional visit is requested, it will be scheduled as a new engagement.

### Escalation Management

If, at any time, the engagement is not proceeding as planned or Customer expectations are not being met, the Customer and/or EasyVista will escalate the issue as outlined below so that issues are identified and resolved as quickly as possible.

Customer	EasyVista
Technical point of contact	Consultant
Project Manager	Project Manager
Project Sponsor	Director of Professional Services
Customer Executive	EasyVista Executive



## ASSUMPTIONS AND DEPENDENCIES

---

### Project Management

- 1. EasyAssist is a staff augmentation service. Customer shall be responsible for all project management.

### Resources

- 1. Customer agrees to ensure the appropriate resources are available as needed during the engagement.
- 2. Unless otherwise noted within this SOW, a single EasyVista technical resource shall be assigned to this effort. The technical resource may change based on required skill set, geographic location, County requirements, and resource availability. EasyVista shall make every effort to maintain the same assigned project manager throughout the duration of the project.

### Scheduling

- 1. EasyVista shall schedule design sessions, review meetings, and configuration activities in coordination with the Customer project manager.
- 2. EasyAssist packages are scheduled in a minimum block of four (4) hours when remote.
- 3. The work described in this Statement of Work is intended to be completed by a single EasyVista technical resource in an average workday of eight (8) hours between a standard set of working hours, typically 9:00AM to 5:00PM Pacific Standard Time. Any hours outside of the standard workday are subject to an hourly rate premium increase of hourly rate + 50% premium fee. Any hours beyond eight (8) per day will be charged based on actual time worked.
- 4. EasyAssist package purchases expire eighteen (18) months from date of purchase. All hours must be used within the eighteen (18) month period.

## COST SUMMARY

---

The EasyAssist package is a prepaid service offering.

EasyAssist Custom package .....\$33,000   
*EasyAssist Custom package purchases 300 credits*

**Note.** Resource scheduling is included in package purchase price.

- a. Remote Administrator gets 80-hours for configuration & maintenance = \$16,000 160 credits
- b. Project Manager gets 20-hours a year for scheduling and resourcing = \$4,500 40 credits
- c. Consultant gets 50-hours a year for consulting design & configuration = \$12,500 100 Credits

### Payment Terms

This is a prepaid engagement. After execution of Amendment 2 and upon receipt of the appropriate purchase order from the Customer, EasyVista will invoice Customer the total amount of this SOW. Payment from Customer is expected no later than 30 days from receipt of the invoice.

## AUTHORIZATION & ACCEPTANCE

Please **completely fill out, sign, and return all pages** of this statement of work via email to your Sales Representative, **Michael Brandt** Upon receipt, EasyVista will confirm project dates and schedule a kickoff call.

Please include your purchase order. **The purchase order should state:**

- The quotation number: **EZV\_Snohomish County\_8/24/2022\_EZASSIST**
- The invoicing and shipping address
- The exact ordered services and their unit value in **\$33,000**
- The Federal Tax ID number

**By signing this statement of work, the undersigned affirm they have reviewed this document, approve its contents, and are authorized to sign on behalf of their respective companies. Customer agrees to:**

- Engage and cooperate fully with EasyVista on this engagement
- Validate and accept the fulfillment of each deliverable according to the written plan created by the County in coordination with EasyVista.

**Note. EasyAssist package purchases expire eighteen (18) months from date of purchase. All hours must be used within the eighteen (18) month period.**

**The packages and pricing** outlined in this Statement or Work are valid for eighteen (18) months from date of signature. Any future blocks of hour purchases will require a new Statement of Work and may be subject to a change in price.

**Upon receipt of this signed Statement of Work**, the service catalog that allows the Customer to see how many credits standard types of requests cost shall be made available. Customer shall be able to submit service requests for assistance and view the credits they have remaining on their contract. In the instance that a non-standard service request is made, EasyVista shall review the customers' requirements, provide an estimation of the number of credits required to complete the work and await the customers validation before proceeding to implement.

**This Statement of Work is part of the Contract between EasyVista and Ingevity governed by the EASYVISTA GENERAL TERMS & CONDITIONS FOR MANAGED SERVICES.**

### Snohomish County

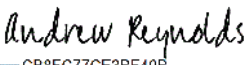
Signature: Klein, Kenneth  
2022.12.16 12:46:53  
-08'00' \_\_\_\_\_

Name **Ken Klein** \_\_\_\_\_

Title: **Executive Director** \_\_\_\_\_

Date: \_\_\_\_\_

### EasyVista, Inc.

DocuSigned by:  
Signature:  \_\_\_\_\_  
CB8FC77CE3BF40B...

Name **Andrew Reynolds** \_\_\_\_\_

Title: **Global Head, Professional Services** \_\_\_\_\_

Date: **11/18/2022** \_\_\_\_\_