

**AMENDMENT #1
TO
EVERGREEN RECOVERY CENTERS STATEMENT OF WORK NO. 1**

This Amendment #1 (the “**Amendment**”), is entered into as of the date last executed (“**Amendment Effective Date**”), is by and between TouchPhrase Development, LLC, a Colorado limited liability company, (“Julota”), Evergreen Recovery Centers (“Customer”) and Snohomish County (“Snohomish”)(collectively, the “**Parties**”) and amends the Evergreen Recovery Centers Statement of Work No. 1 with the effective date of April 1, 2021 for the Software as a Service (SaaS) License Agreement with the effective date of April 1, 2021 (the “**SOW**”) pursuant to the following terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. GENERAL PROVISIONS

- a. All capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the SOW. Unless otherwise specified, references to Sections refer to Sections in the SOW. Any capitalized terms set forth below shall become part of the defined terms in the SOW as additional definitions or, unless otherwise indicated as a supplement to an existing definition, shall replace in full the same definition set forth in the SOW.
- b. If there are any conflicts or inconsistencies between this Amendment and the SOW, the terms of this Amendment shall control.
- c. This Amendment may be executed by electronic signature and may be executed in counterparts, each of which when so delivered shall be deemed an original, and all of which shall constitute one and the same agreement.

2. AMENDMENT

a. Section 1. TERM.

- i. Section 1 (Term) of Appendix 1 to the SOW is deleted in its entirety and replaced with the following:
 1. Term: The SOW shall be effective 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 prior to the expiration of the Initial Term or each Renewal Term.

b. Section 2. FEES.

- i. Section 2 (Fees) of Appendix 1 to the SOW is revised to change the name of the second table from “Annual Fees Schedule (non-refundable)” to “Recurring Annual Fees Schedule (non-refundable).”

- c. The following terms are added as Section 7 to Appendix 1 to the SOW:

On an annual basis, after the first Renewal Term and for each agreed-upon Renewal Term, the fees set forth in the "Recurring Annual Fees Schedule (non-refundable)" may be increased by Julota in accordance with the increase with the most recently published United States of America Consumer Price Index plus two percent (2%). Julota will provide at least thirty (30) days' notice to Customer and Snohomish of any planned fee increase.

IN WITNESS WHEREOF, the Julota, Customer and Snohomish have executed this Amendment on the dates set forth below.

Julota:

TouchPhrase Development, LLC d/b/a Julota, a Colorado limited liability company

By:  Dated: 09/27/2021
Scott A. Cravens, CEO

Customer:


Evergreen Recovery Centers

By: _____ Dated: _____

Print Name: _____

Snohomish:

Snohomish County

By:  Ken Klein
2021.10.25 14:44:51 -07'00' Dated: _____
Ken Klein, Executive Director

Print Name: _____

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

On an annual basis, after the first Renewal Term and for each agreed-upon Renewal Term, the fees set forth in the "Recurring Annual Fees Schedule (non-refundable)" may be increased by Julota in accordance with the increase with the most recently published United States of America Consumer Price Index plus two percent (2%). Julota will provide at least thirty (30) days' notice to Customer and Snohomish of any planned fee increase.

IN WITNESS WHEREOF, the Julota, Customer and Snohomish have executed this Amendment on the dates set forth below.

Julota:

TouchPhrase Development, LLC d/b/a Julota, a Colorado limited liability company

By: Scott A. Cravens Dated: 09/27/2021
Scott A. Cravens, CEO

Customer:

Evergreen Recovery Centers

By: Linda Grant Dated: 10/22/21
Print Name: LINDA GRANT, CEO

Snohomish:

Snohomish County

By: _____ Dated: _____
Print Name: _____