

**AMENDMENT 2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
FOR PETTRACK SYSTEM SOFTWARE**

THIS AMENDMENT 2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR PETTRACK SYSTEM SOFTWARE (“Amendment 2”) is entered into as of this 16th day of December, 2022, by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Progressive Solutions, Inc., a California corporation (“PSI”, “Contractor”, or Licensor”).

RECITALS

WHEREAS, the County and Contractor are the parties to that certain “Software License and Services Agreement for PetTrack System Software” executed on January 11, 2013, and amended on January 21, 2016, (the “Master Agreement”); and

WHEREAS, the County desires to continue to receive software maintenance for LicenseTrack and PetTrack; and

WHEREAS, the County and Contractor have agreed to extend the Master Agreement for one additional one (1) year term beginning January 11, 2023 and ending January 10, 2024; and

WHEREAS, the estimated total cost of this Amendment 2, through January 10, 2024, is Twenty-One Thousand Three Hundred Twenty-Six Dollars and Twenty-Seven Cents (21,326.27) plus applicable sales tax.

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 PSI agree as follows:

Section 1. Part 6.A. - Term of Agreement, is hereby amended to read as follows:

A. Term of Agreement. The term of the Master Agreement shall commence upon execution and continue for five (5) years from the date of Acceptance of the System (“Initial Term”). The Initial Term may be extended by the County for up to six (6) one (1) year optional Extensions (“Extension”) by providing written notice to the Contractor a minimum of sixty (60) days prior to the expiration date of the Initial Term or applicable Extension. Extensions are subject to termination as provided in this Master Agreement. The maximum number of Extensions under this Master Agreement is limited to a total of six (6) one (1) year optional terms.

Section 2. A new article 9.A.1. is added to Part 9. Price and Payment as follows:

A.1. The County shall pay the Contractor \$21,326.27 for annual Support and Maintenance Services in Extension year 11.

Section 3. Exhibit A – Requirements Analysis Report, Appendix C: Cost Summary Sheet and Payment Schedule is amended as follows:

Payment Schedule, Amendment No. 1

Software Licenses	Payment Due	Amount
LicenseTrack™ - 4 concurrent users (unlimited read only users PetTrack™ - Web Applications (includes Citizen Payments))	Upon Executed Amendment No. 1 Agreement	\$9,000
Professional Services		
LicenseTrack™ migration of all records, provided to PSI by Snohomish County in an acceptable electronic format	Upon Acceptance of records by PSI	\$100
PetTrack™ - Offsite turnkey database/software setup and configuration	Upon Acceptance of setup and configuration by Snohomish County	\$1,200
PetTrack™ - Onsite/offsite training (unlimited training until go-live)	½ upon acceptance of Software setup and configuration, ½ at Go-Live	\$2,400
Maintenance and Support		
1 st Year Maintenance and Support of LicenseTrack™ and PetTrack™ Web Applications (To September 30, 2017)	At Go-Live	\$5,900
2 nd Year Maintenance and Support of LicenseTrack™ and PetTrack™ Web Application (To September 30, 2018)	Due prior to 9/30/2017	\$6,077
An increase of 3% will be added to each subsequent annual renewal fee for Maintenance and Support of LicenseTrack™ and PetTrack™ Web Application for years 3 through 10.		

Section 4. A new section is added to Exhibit A – Requirements Analysis Report, Appendix C: Cost Summary Sheet and Payment Schedule as follows:

Payment Schedule, Amendment No. 2

Maintenance and Support		
Year 11 Maintenance and Support of LicenseTrack™ and PetTrack™ Web Applications plus applicable Washington State Sales Tax (to January 10, 2024)	Due on or before 1/10/2023	\$21,326.27

Section 5. All other terms of the Master Agreement shall remain in full force and effect, except as expressly modified in this Amendment 2.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 2 to be duly executed as of the day and year set forth above.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By Klein, Kenneth Klein, Kenneth
2022.12.16 12:45:13 -08'00'

Name: Ken Klein

Title: Executive Director

CONTRACTOR:

Progressive Solutions, Inc.

By Glenn

Name:

Vodhanel

Title

Digitally signed by Glenn Vodhanel
DN: cn=Glenn Vodhanel, o=ProgressiveSolutions Inc., ou, email=gvodhanel@progressivesolutions.com, c=US
Date: 2022.10.28 16:51:06 -07'00'

APPROVED AS INSURANCE REQUIREMENTS:

By: _____
Risk Management Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.10.31 09:52:16 -07'00'
Date: _____

COUNCIL USE ONLY	
Approved	<u>12/7/2022</u>
ECAF #	<u>2022-1135</u>
MOT/ORD	<u>Motion 22-467</u>