

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
202111020 – 1

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855020 Behavioral Health
Contract or Grant Administrator:	Malora Christensen
Contractor's / Agency Name:	Julota

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Sole Source	Contract Cost Center:	124119 / 2623 / 130100
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
\$ 61,350 (2021 & 2022) + 54,250/year ongoing (did not originally account for tax)	
This Amendment Amount:	
\$ 26,103 (includes tax)	
Total Amended Amount:	
\$ 80,353 in 2022 + \$70,235 per year after (includes tax)	

Summary of Scope: Julota is a web-based and mobile integrated software utilized by multiple Whatcom County agencies to track and monitor services and care provided to individuals within the GRACE, LEAD, and EMS systems.

Term of Contract:	6 years, 4 months	Expiration Date:	12/31/2027
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Contract Routing:	1. Prepared by:	JT	Date:	03/04/2022
	2. Health Budget Approval	KR/JG	Date:	03/16/2022
	3. Attorney signoff:	RB	Date:	03/16/2022
	4. AS Finance reviewed:	M Caldwell	Date:	3/22/22
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):	AB2022-199	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

### **Addendum #1 to Statement of Work No. 1**

This Addendum #1 to Statement of Work No. 1 (the “**Addendum**”), executed on the date(s) set forth below, is by and between TouchPhrase Development, LLC a Colorado limited liability company (“**Julota**”) and Whatcom County, Washington (“**Customer**”) (collectively, the “**Parties**”). The “Effective Date” of this Addendum is May 1, 2022.

WHEREAS, the Parties previously agreed to a Software as a Service (SaaS) Agreement, dated October 15, 2021 (the “**Agreement**”) and a Statement of Work No. 1, dated October 15, 2021 (the “**SOW**”);

WHEREAS, Customer desires that Julota provide additional services, specifically Tableau services, as described below; and

WHEREAS, except as set forth in the Addendum, all other terms of the Agreement and SOW remain in effect.

NOW, THEREFORE, in consideration of the foregoing recitals, and 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. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the SOW and, 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.
2. Execution of Addendum. This Addendum 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.
3. Priority. Except as expressly stated otherwise in this Addendum, this Addendum is intended to supplement, and not to supersede the SOW or the Agreement. Except as expressly stated otherwise in this Addendum, in the event of any inconsistency between this Addendum and the Agreement or the SOW, the Agreement and the SOW shall control.
4. Tableau.
  - 4.1. Overview for Hosted Tableau Package. Julota will provide a hosted Tableau Package for data mining and data analytics (“Hosted Tableau Services”). The infrastructure for the Hosted Tableau Services will be maintained, monitored, and managed by Julota. For the Hosted Tableau Services, Customer must place requests for new users through the Julota Support Desk. Customer may opt-out of the Julota Managed Tableau Licensing service by obtaining its own Tableau server license(s). This solution is set up to provide the Customer Data through the Services, to a hosted Tableau solution that supports additional data sources for cross-dataset analysis.
  - 4.2. Hosted Tableau Services Licensing. The Hosted Tableau Services are licensed through Julota and are fully-managed services. Julota manages the Tableau licensing, data storage and server capacity, which will be maintained and increased as necessary to support new licenses and data sources. Additional fees may be incurred in relation to increased capacity.
  - 4.3. Hardware. The Hosted Tableau Services operate on a server with 8 CPUs, 64 GB memory, and 200 GB data storage. If Customer is utilizing Hosted Tableau Services, Julota monitors and manages the Tableau server capacity and may increase the total capacity with respect to the total licenses purchased.

- 4.4. Term. The term for Hosted Tableau Services requires a minimum three (3) year commitment. The term for the Hosted Tableau Services provided for in this Addendum is 4 years, 8 months.
- 4.5. Data. It is Customer's responsibility to make any required disclosures and obtain any required consents for any Customer Data processed through any Tableau services. It is also Customer's responsibility to provide written instructions to Julota concerning the data it would like to be shared with Tableau through any Tableau services, including any requirements related to Customer Data and its processing.
- 4.6. Liability of Customer. As it relates to any claims related to any act or omission that would constitute a violation of this Addendum, including, without limitation, any claimed violation of any privacy laws, Section 14.2 (Waiver of Consequential Damages) of the Agreement does not apply to claims by Julota against Customer.
- 4.7. Waiver of Liability. Julota has no liability to Customer related the processing of Customer Data through any Tableau services, where Customer's written instructions related to the processing of Customer Data is complied with by Julota.
- 4.8. Fees. The following fees for the Tableau services described below are based on a three-year commitment and do not include applicable taxes. On an annual basis, the annual fees set forth in the "Annual Recurring Fees" table below may be increased by Julota in accordance with the increase with the most recently published United States of America Consumer Price Index plus up to two percent (2%).

One-time Fees	Qty	Price Per	Total
Julota Hosted Tableau Initial Setup	1	\$9,300	\$9,300
Site-to-Site VPN Connection	1	<i>Included</i>	<i>Included</i>
Julota Tableau Interface	1	<i>Included</i>	<i>Included</i>
Client Data Modeling	1	<i>Included</i>	<i>Included</i>
Additional Site-to-Site VPN Connections	0	\$650	\$0
<b>Total One-time Fees</b>			<b>\$9,300</b>

2022 Fees (May 1 – December 31)	Qty	Price Per	Total
Julota Hosted Tableau Package	1	\$10,567	\$10,567
Site-to-Site VPN Connection	1	<i>Included</i>	<i>Included</i>
Julota Tableau Interface	1	<i>Included</i>	<i>Included</i>
Server Monitoring		<i>Included</i>	<i>Included</i>
Tableau Desktop		<i>Included</i>	<i>Included</i>
Tableau Prep Builder		<i>Included</i>	<i>Included</i>
Tableau Prep Conductor		<i>Included</i>	<i>Included</i>
Tableau Catalog		<i>Included</i>	<i>Included</i>
Additional Site-to-Site VPN Connections	0	\$650	\$0
Managed Tableau Licensing			
Creator License (manages data sources and User access)	1	\$1,400	\$1,400
Explorer License	2	\$357	\$713
Viewer License	1	\$200	\$200
<b>Total 2022 Fees</b>			<b>\$12,880</b>

**Subtotal One-Time Fees + Recurring Fees = \$22,180**

Discounts	Qty	Discount	Total
Case Study Participant Discount	1	20%	-\$2,576
<b>Total Year One Investment</b>			<b>\$19,604</b>

The One-Time fee and 2022 fees for the Tableau services are due on May 1<sup>st</sup> and paid within thirty (30) days after the invoice date. The Case Study Participant Discount will be deducted from the first payment of the 2022 Fees.

During the term of the SOW, the fee for the Tableau services will be due annually on January 1<sup>st</sup> and paid within thirty (30) days after the invoice date.

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

**“Julota”**

TouchPhrase Development, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Scott Cravens, CEO

**“Customer”**

Whatcom County

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Satpal Singh Sidhu, County Executive

**WHATCOM COUNTY:**

PROGRAM APPROVAL: \_\_\_\_\_  
Malora Christensen, Response Systems Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Senior Civil Deputy Prosecutor Date

**CONTRACTOR INFORMATION:**

**Julota**  
Scott Cravens, CEO  
102 S Tejon Street, Suite 1100  
Colorado Springs, CO 80903  
720-639-4622  
[scott@julota.com](mailto:scott@julota.com)