

**AMENDMENT NO. 2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND CARTEGRAPH SYSTEMS, INC.**

THIS AMENDMENT NO. 2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM (Amendment No. 2") is entered into as of this 1st day of MARCH, 2020, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Cartegraph Systems, Inc., incorporated under the laws of the State of Iowa, and duly licensed to conduct business in Washington State (the "Contractor" or "Cartegraph").

RECITALS

- A. Whereas, the County and Cartegraph entered into that certain Agreement executed on September 15, 2015, entitled Software License and Services Agreement (the "Agreement"); and
- B. Whereas, the Agreement was amended on June 14, 2017, under Amendment No. 1 which extend the initial contract term through August 31, 2021; and
- C. Whereas, the Agreement, under Exhibit A, specifies that Cartegraph will provide YourGOV as a public web service to receive citizen requests; and
- D. Whereas, Cartegraph no longer supports YourGOV as an ongoing option for citizen reporting; and
- E. Whereas, Cartegraph has proposed the use of SeeClickFix as a replacement solution for a hosted environment that allows the public to submit service requests; and
- F. Whereas, the County and Cartegraph have negotiated new terms related to the use of SeeClickFix for the duration of the initial agreement term.

AGREEMENT

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 Contractor agree as follows:

- 1. Exhibit A-1, Supplemental Scope of Work, is attached hereto and by this reference made part of the original Agreement, as additional work to be performed under Exhibit A.
- 2. Exhibit B-1, Software Support, is attached hereto and by this reference made part of the original Agreement, as additional work to be performed under Exhibit B.
- 3. Exhibit C-1, Supplemental Payment Schedule, is attached here to and by this reference made part of the original Agreement, as additional compensation for the additional work performed under Exhibit A-1 and B-1 of this Agreement.

Except as expressly provided in this Amendment No. 2, all of the terms and conditions of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date set forth above.

Cartegraph Systems, Inc.

By: [Signature]
Printed Name: MITCH BRADLEY
Title: SUP SALES + MARKETING
Date: 1/17/2020

SNOHOMISH COUNTY

By: [Signature]
Snohomish County Executive
Date: 2/26/2020

RECOMMENDED FOR APPROVAL

By: [Signature]
Director, Department of Information Technology
Date: 1/28/2020

APPROVED AS TO FORM ONLY:

By: Rebecca Wendling
Deputy Prosecuting Attorney
Date: 1/16/2020

RECOMMENDED FOR APPROVAL

By: [Signature]
Risk Management
Date: 2/3/2020

COUNCIL USE ONLY	
Approved:	<u>2.26.2020</u>
Docfile:	<u>D-1</u>

Exhibit A-1

The Field Services listed in Exhibit C-1 are specific Cartegraph Services which will be delivered to the County based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Exhibit A-1, Exhibit B-1 and Exhibit C-1. Cartegraph will coordinate with the County on service delivery expectations and timeframes.

Scope of Work

The scope of work includes the following professional services:

Extensions

- Cartegraph will provide up to eight (8) hours of remote train-the-trainer training on SeeClickFix Request functionality. Training topics shall include:
 - o Administrator functions
 - o Web-Based CRM
 - o Cartegraph and SeeClickFix recommended best practices for citizen engagement and request management

In addition to training, Cartegraph will provide supporting services related to mobile app configuration and citizen engagement marketing materials.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Exclusions

The following service items are not included:

- Implementation of any custom modification or integration developed by Cartegraph, the County's internal staff, or any third-party unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

County/Cartegraph Responsibilities

Project representatives from the County and Cartegraph accept responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph or the County in the Agreement or subsequent Amendments. Ongoing management of the day-to-day allocation of County and Cartegraph resources and management of project tasks is the responsibility of the County and Cartegraph project representatives. County and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Amendment No. 2, County understands that it is vital to the success of the project that County provides assistance in the following matters:

1. For those services listed under Field Services in Exhibit C-1, Cartegraph personnel will conduct information gathering and evaluation sessions with various County Users and

management. While Cartegraph respects the time and workload of County staff, dedicated time on the part of the appropriate County resources is necessary to complete information gathering and evaluation sessions.

2. The installation process requires the assistance of County personnel and suitable access to hardware and systems (e.g., security clearance). County is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation, as updated through the software feature Campus prior to new releases, such that delivery and execution of the Field Services will not be impeded.
3. County and Cartegraph understand that the successful performance of Field Services depends upon County fulfilling its responsibilities. County will provide all personnel required to achieve a successful implementation, including a dedicated County project manager responsible for reviewing the implementation scope of work, ensuring all meetings are attended by invited County staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. To the extent reasonably practicable, County will provide Internet access and IT staff support as requested. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. County shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. SeeClickFix will be supported by the County within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of SeeClickFix within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. County agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Amendment No. 2.

Not-to-Exceed Purchase Agreement

Cartegraph shall not exceed the total included in this Purchase Agreement without written Amendment.

Exhibit B-1

The Support Services listed below are specific Cartegraph Services which will be delivered to the County based on the descriptions below and on the terms and conditions and subject to the limitations set forth in the Cartegraph Solutions Agreement, Amendment No. 1 and this Amendment No. 2. Cartegraph will coordinate with the County on service delivery expectations and timeframes.

As part of County's subscription to access and use of the Cartegraph Solutions set forth in Exhibit C-1, Customer will receive:

1. Support Services

a. Campus – www.campus.cartegraph.com

Cartegraph shall provide a User Assistance area that includes user tips, step-by-step instructions, and videos.

b. Cartegraph shall provide Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat Monday- Friday, 7:00 am – 7:00 pm CT. Live Chat shall be available within SeeClickFix or through Campus.

c. Cartegraph shall provide support via online case submittal available in Campus or by email. Email support is available at support@cartegraph.com.

2. Training & Education Services

a. Cartegraph shall provide online training opportunities, tutorial video and upcoming event information through online resources.

b. Cartegraph shall provide access to regional Customer Led User Groups

3. Releases & Upgrades

a. Cartegraph shall provide access to all new software releases providing the County maintains an active subscription to SeeClickFix.

i. The County's cloud-hosted site will be upgraded by Cartegraph System Consultant upon release of an update.

ii. Cartegraph's Technical Consultants will work with the County's IT staff to deliver the latest software release. Software will be made available after installation to the Cartegraph cloud-hosted customers.

b. Service Packs: A Service Pack consists of lower-severity bug fixes and/or small platform updates.

i. If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.

ii. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation.

These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

- c. Hot Fixes: If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to resolve the issue.

Cartegraph will provide the Support Services only to the County, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to SeeClickFix. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by County of SeeClickFix in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify SeeClickFix so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Exhibit C-1

	Purchase Type	Qty.	Unit Price	Total Price
CURRENT YEAR				
SOLUTIONS				
SeeClickFix Extension	SeeClickFix Subscription, 10 Users Public Works Department Pro-rated 6 months 3/1/2020 thru 8/31/2020	6 months	\$4,800.00	\$4,800.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service		\$5,300.00	\$5,300.00
<i>Discount</i>				<i>(\$2,400.00)</i>
CURRENT YEAR SUB-TOTAL				\$7,700.00
Annual Subscription Cost				
SOLUTIONS				
SeeClickFix Extension	SeeClickFix Subscription, 10 Users Public Works Department 9/1/2020-8/31/2021	1 Year	\$9,600.00	\$9,600.00
YEAR 1 SUB-TOTAL				\$9,600.00
TOTAL COST through 8/31/2021				\$17,300.00

NOTES: The pricing listed above does not include applicable sales tax.

Payment Terms and Conditions

In consideration for the Solutions and Services provided by Cartegraph to County, County agrees to pay Cartegraph the Fees in U.S. Dollars as described below:

1. **Delivery:** Cartegraph shall provide the County with the ability to access and use the Solutions upon execution of this Amendment No. 2.
2. **Services Scheduling:** County agrees to work with Cartegraph to schedule Services in a timely manner.
3. **Solutions Invoicing:** The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$4,800.00 due upon execution of this Amendment No. 2.
 - b. \$9,600.00 due 15 days prior to term start date of 9/1/2020.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon execution of this Amendment No. 2.
5. **Payment Terms:** All payments are due Net 30 days from receipt of contract compliant invoice.