

AMENDMENT 12 TO THE CONTRACT FOR INTEGRATED FINANCIAL MANAGEMENT SYSTEM

This Amendment 12 dated effective Dec. 13, 2023 (the “**Effective Date**”), to the Contract for Integrated Financial Management System between Snohomish County and SFG Technologies (U.S.) Inc., executed on February 20, 1996 (the “**Original Contract**”), as subsequently amended by Amendment 1, on May 11, 2000; Amendment 3, on January 15, 2005; Amendment 4, on March 12, 2011; Amendment 5, on February 21, 2012; Amendment 6, on October 2, 2014; Change Order to Amendment 6 on May 6, 2015; Amendment 7, on December 21, 2017; Amendment 8 on April 7, 2020; Amendment 9 on September 30, 2021; Amendment 10 on December 16, 2022; and Amendment 11 on July 25, 2023; (together hereafter “the **Master Contract**”), is made by and between Snohomish County, a political subdivision of the State of Washington (the “**County**”) and Cayenta, a division of N. Harris Computer Corporation, an Ontario, Canada corporation, hereafter (the “**Contractor**”), formerly SFG Technologies (U.S.) Inc.

RECITALS

WHEREAS, the Master Contract has been amended over time to allow for upgrades and continued software support services; and

WHEREAS, on September 18, 2023, the parties agreed in Change Order 1 to the Master Contract, that the County needs additional licenses for the Additional Software (Cayenta financial system upgrade) prior to the go-live date; and

WHEREAS, Exhibit B 2023 of Amendment 11 must be replaced with the attached Exhibit B 2023-1 to reflect the additional License Fees for the increase in Additional Software required by the County; and

WHEREAS, Support is required for the Integrated Financial System, which is a critical system for all County departments; and

WHEREAS, the current term for Support ends December 31, 2023, and the County desires to continue receiving the Support from the Contractor.

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 the Contractor agree as follows:

1. Exhibit B: Section 3: Software Services – Term and Payment of the Agreement, as amended by Amendment 8, is hereby deleted and replaced in its entirety with following:

Term: Support will commence on the date of Software Delivery of the Product, as defined in Section 2.14.36 of the Agreement and will continue until the end of the County’s fiscal year. Thereafter, Support will be automatically renewed for successive one (1) year terms, unless either the Contractor or the County advises the other in writing ninety (90) days prior to the end of the then current term. Support for any particular software product will terminate automatically upon the termination of the License for the product.

Payment: The County will compensate Contractor for Support on an annual basis.

Beginning January 1, 2024, Contractor will “Firm-Fix” the annual increase in Support fees at seven percent (7%) for the term beginning January 1, 2024 and ending December 31, 2024. Thereafter, the annual increase in Support fees shall be the greater of the October 12-month Consumer Price Index (CPI) rate or four percent (4%), plus applicable sales tax. For Third Party software (non Cayenta proprietary software), the Contractor agrees to provide written notice to the County at least sixty (60) days prior to each anniversary date of the Support renewal date of any intended change in Third Party Software Fees that is over and above the rate increases stipulated in this section.

Support outside Contractor’s normal business hours may be provided subject to Contractor’s staff availability and at Contractor’s then current rate.

2. Section 2.14.43 “Exhibit B Contractor License and Support” of the Original Contract is amended by replacing Exhibit B 2023 with Exhibit B 2023-1, attached and incorporated into the Master Contract by this reference.
3. Except as expressly provided in this Amendment 12, all of the terms and conditions of the Master Contract (which include Amendment 1, Amendment 3, Amendment 4, Amendment 5, Amendment 6, Amendment 7, Amendment 8, Amendment 9, Amendment 10, and Amendment 11 including exhibits thereto) are ratified and affirmed and remain in full force and effect. If there is a conflict between any of the terms and conditions contained in the Master Contract and any of the terms and conditions expressly set forth in this Amendment 12, the terms and conditions expressly set forth in this Amendment 12 shall control.
4. All capitalized terms not defined in this Amendment 12 have the meanings given to them by the Master Contract.
5. This Amendment 12 may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise) and each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 12 to be duly executed to take effect as of the Effective Date, notwithstanding the date of execution.

N. HARRIS COMPUTER CORPORATION, acting through its Cayenta Division

DocuSigned by:
 By: Jeremy Schultz
 Printed Name: Jeremy Schultz
 Title: Vice President, Sales and Marketing
 Date: 10/25/2023

SNOHOMISH COUNTY

By: Klein, Ken Digitally signed by Klein, Ken
Date: 2023.12.14 14:47:00
-08'00'
 Printed Name: Ken Klein
 Title: Executive Director
 Date: _____

COUNCIL USE ONLY	
Approved	<u>12/13/2023</u>
ECAF #	<u>2023-1063</u>
MOT/ORD	<u>Motion 23-479</u>

Exhibit B 2023-1**TABLE I: Licensed Additional Software**

The County shall license the following Licensed Additional Software from Contractor and shall pay the corresponding License Fees and Support Fees:

LICENSED ADDITIONAL SOFTWARE		
Description of Additional Software	Initial License Fees	Annual Support Fees
Cayenta Analytics – General Ledger	\$15,000.00	\$3,750.00
Cayenta Dashboard	\$15,000.00	\$3,750.00
Cayenta Budget Preparation (embedded Cognos TM1 Planning Analytics with 10 User Licenses)	\$48,000.00	\$12,000.00
Cayenta Contract Management	\$5,000.00	\$1,250.00
Cayenta Miscellaneous Receivables	\$0.00	\$0.00
Cayenta Payment Processing	\$0.00	\$0.00
Cayenta v9 Upgrade With Base Cognos Software	\$10,000.00	\$2,500.00
Cayenta v9 with Cognos Discount	-\$10,000.00	\$0.00
Microfocus Acucobol Software Licenses - 40	\$6,000.00	\$1,200.00
Total	\$89,000.00	\$24,450.00

Additional Budget Prep – Cognos TM1 user cost:

\$1,300 Per additional user, plus 25% annual maintenance (for 1-year from contract signing, otherwise Current Cognos third-party rates will apply).

Microfocus Acucobol Software Licenses:

County is acquiring 40 Microfocus Acucobol software licenses beginning September 15, 2023. The annual maintenance and support is prorated at \$350.00 through December 31, 2023.

TABLE II: Software Subscription

The County subscribes to the following Additional Software and shall pay the corresponding Annual Subscription Fees:

SOFTWARE		
Description of Additional Software included in Software Subscription		Annual Subscription Fees
Cayenta Link Using Excel (CLUE) – 4 subscriptions @ \$500 annual charge per named user (one Named User can be substituted for another Named User at any point during the year)	-	\$2,000.00
Cayenta Connect Finance (100 Concurrent Financial Users)	-	\$10,020.00
Cayenta Connect Finance (100 Unique Expense Entry Users)*	-	\$5,004.00
Total	-	\$17,024.00

*Contractor will audit yearly (for the previous twelve months) unique Expense Entry Users per month, and then average the twelve months. If the 'averaged Unique User count' is greater than 100, then additional subscriptions will be purchased for the number over 100.

Additional Cayenta CLUE subscription cost:

\$500 Per additional user (subject to an annual increase that is equivalent to the annual increase applicable to the Support Fees under the Master Contract).

Additional Cayenta Connect Finance subscription cost:

Pricing below is per additional user (subject to an annual increase that is equivalent to the annual increase applicable to the Support Fees under the Master Contract).

CONNECT FINANCE FINANCIAL USERS	
Number of Users	Annual Cost Per User
101 to 200	\$90.24
201 to 300	\$80.16
301 to 400	\$70.20
401 to unlimited	\$60.12

Additional Cayenta Connect Expense Entry subscription cost:

Pricing below is per additional user (subject to an annual increase that is equivalent to the annual increase applicable to the Support Fees under the Master Contract).

CONNECT FINANCE EXPENSE ENTRY USERS	
Number of Users	Annual Cost Per User
101 to 250	\$50.04
251 to 500	\$45.12
501 to 1,000	\$40.08
1,001 to 2,000	\$35.16
2,001 to unlimited	\$30.12

PAYMENT TERMS

- (i) **ANNUAL SUBSCRIPTION FEES - ANNUAL INCREASES.** The Annual Subscription Fees are subject to an annual increase that is equivalent to the annual increase applicable to the Support Fees under the Master Contract.
- (iii) **SUPPORT FEES.** The Support Fees are subject to annual increases in accordance with the Master Contract.
- (iv) **NET 30.** Support Fees and Annual Subscription Fees shall be paid within thirty (30) days after the invoice date.
- (v) **FEES EXCLUSIVE OF TAXES.** The Fees (being the License Fees, the Support Fees and/or the Annual Subscription Fees) are exclusive of taxes and the County shall pay all applicable taxes, unless a tax exemption certificate is provided to Contractor on or before the Effective Date.

- (vi) **OVERDUE ACCOUNTS.** Past due amounts shall bear interest in accordance with the Master Contract. The County shall reimburse Contractor for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by the County.

PAYMENT	
Licenses - Due on contract signing	Amount Due
Cayenta Licenses	\$83,000.00
Total	\$83,000.00

PAYMENT	
Annual Subscriptions Fees - Due on contract signing and thereafter 30 days after receipt of annual invoice	Amount Due
Cayenta Link Using Excel (CLUE)	\$2,000.00
Cayenta Connect Finance (100 Finance Users)	\$10,020.00
Cayenta Connect Finance (100 Expense Entry Users)	\$5,004.00
Microfocus Acucobol Software Licenses - 40	\$1,200.00
Total	\$18,224.00

PAYMENT	
Support Fees with respect to Third-Party Components - Due on installation and thereafter 30 days after receipt of annual invoice (prorated based on installation date)	Amount Due
IBM Cognos Base License for reports	\$2,500.00
IBM Cognos TM1 Annual Maintenance	\$7,000.00
Total	\$9,500.00

PAYMENT	
Balance of Support Fees – Due on Final Acceptance and thereafter 30 days after receipt of annual invoice	Amount Due
Cayenta Analytics – General Ledger	\$3,750.00
Cayenta Dashboard	\$3,750.00
Cayenta Budget Preparation	\$5,000.00
Cayenta Contract Management	\$1,250.00
Total	\$13,750.00