

**AMENDMENT NO. 5 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND CARTEGRAPH SYSTEMS LLC.**

THIS AMENDMENT NO. 5 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM (Amendment No. 5”) is entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Cartegraph Systems LLC., incorporated under the laws of the State of Delaware, 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 extended the initial contract term through August 31, 2021; Amendment No. 2 on February 26, 2020, which added additional but related scope and budget; and Amendment No. 3 on August 26, 2021, which added five (5) additional one (1) year terms; and Amendment No. 4 on October 12, 2021, which added the Department of Conservation and Natural Resources to the Agreement; and
- C. Whereas, the original RFP-14-14DW allows for the expansion of the AMMS system to other County departments; and
- D. Whereas, the Airport wishes to use services added to the Cartegraph asset management system by Amendment No. 3; and
- E. Whereas, the County and Cartegraph have negotiated an amendment to include the Airport to the Agreement through the remainder of the contract 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. An Exhibit A-3 Airport Scope of Work is attached hereto and by this reference made a part of the original Agreement.
2. An Exhibit C-4 Airport Payment Schedule is attached hereto and by this reference made part of the original Agreement, as additional compensation for the additional work performed under Exhibit A-2 Services Scope of Work, A-3 Airport Scope of Work and B-2 Solutions Support of the Agreement.

Except as expressly provided in this Amendment No. 5, all of the terms and conditions of the Master Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be duly executed as of the date of the last party to sign.

Cartegraph Systems LLC

By: **Mitch Bradley** Digitally signed by Mitch Bradley
Date: 2022.05.27 12:16:53
-06'00'

SVP of Sales and Marketing

SNOHOMISH COUNTY

By: **Klein, Kenneth** Klein, Kenneth
Date: 2022.07.14 12:40:12 -07'00'

Snohomish County Executive

RECOMMENDED FOR APPROVAL

By: **Forde, Viggo** Digitally signed by Forde, Viggo
Date: 2022.05.26 09:25:09
-07'00'

Director, Department of Information Technology

APPROVED AS TO FORM ONLY:

By: /s/ Rebecca Wendling 5/25/2022
Deputy Prosecuting Attorney

RECOMMENDED FOR APPROVAL

By: **Barker, Sheila** Digitally signed by Barker, Sheila
Date: 2022.05.26 11:04:29
-07'00'

Risk Management

Exhibit A-3 Airport Scope of Work

Cartegraph – Scope of Work (Airport)

The Airport Scope of Work includes the following professional services:

Implementation Services Extended Support

Cartegraph will provide up to one hundred (100) hours for system development. The deliverables will be defined, and agreed upon, by both County and Cartegraph's project managers. Deliverables may include any of the following:

- o Project or implementation consulting
- o System configuration for your current products
- o Training
- o Configuration migration between OMS sites
- o Automations
- o Reports

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

ProDIGIQ Integration Support

Cartegraph will provide up to twenty-five (25) hours of remote support related to the County Airport integration project. Regardless of utilization, these hours will expire 365 days from the date of execution of Amendment No. 5. Support may include:

- o API documentation
- o Code example(s)
- o General guidance related to Cartegraph OMS integration

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

Exclusions

The following service items are not included in the Scope of Work of the Airport project:

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

Exhibit C-4 Airport Payment Schedule

Investment Summary

The County shall pay Cartegraph for the following for line items for software and services provided to the County Airport.

Year 6 05/01/2022 – 04/30/2023 - Services

No.	Product	Code	Quantity	Price
1	Systems Integration Service Services will be used to support the integration effort of ProDIGIQ per Exhibit A-3 Airport Scope of Work	SYITSV	1	USD 6,800.00
Year 6 5/1/2022 – 4/30/2023 – Services				USD 6,800.00

Year 6 6/1/2022 - 5/31/2023 - Services

No.	Product	Code	Quantity	Price
1	Implementation Services Implementation Services per Exhibit A-3 Airport Scope of Work	CGPFSV	1	USD 24,000.00
Year 6 6/1/2022 – 5/31/2023 – Services				USD 24,000.00

Year 6 – 06/01/2022 - 8/31/2022 - Subscription

No.	Product	Code	Quantity	Price
1	Facilities Domain Facilities Domain for Airport	DOM001	1	USD 3,335.00
Year 6 - 6/1/2022 - 8/31/2022 - Subscription TOTAL:				USD 3,335.00

Year 7 – 09/01/2022 - 8/31/2023 - Subscription

No.	Product	Code	Quantity	Price
1	Facilities Domain Facilities Domain for Airport	DOM001	1	USD 19,830.00
Year 6 - 9/1/2022 - 8/31/2023 - Subscription TOTAL:				USD 19,830.00

Year 8 - 9/1/2023 - 8/31/2024 - Subscription

No.	Product	Code	Quantity	Price
1	Facilities Domain Facilities Domain for Airport	DOM001	1	USD 20,425.00
Term 8 - 9/1/2023 - 8/31/2024 - Subscription TOTAL:				USD 20,425.00

Year 9 - 9/1/2024 - 8/31/2025 - Subscription

No.	Product	Code	Quantity	Price
1	Facilities Domain Facilities Domain for Airport	DOM001	1	USD 21,040.00
Term 4 - 9/1/2024 - 8/31/2025 - Subscription TOTAL:				USD 21,040.00

Year 10 - 9/1/2025 - 8/31/2026 - Subscription

No.	Product	Code	Quantity	Price
1	Facilities Domain Facilities Domain for Airport	DOM001	1	USD 21,670.00
Term 5 - 9/1/2025 - 8/31/2026 - Subscription TOTAL:				USD 21,670.00

Summary By Term - Includes Services & Subscriptions

Total Year 6	USD 34,135.00
Total Year 7	USD 19,830.00
Total Year 8	USD 20,425.00
Total Year 9	USD 21,040.00
Total Year 10	USD 21,670.00
TOTAL	USD 117,100.00

Investment Notes:

- Any applicable taxes are not included.
- Pricing does not include any applicable Esri ArcGIS licenses.

Payment Terms and Conditions

In consideration for the Solutions provided by Cartegraph to County, County agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Amendment No. 5, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in Exhibit C-4.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon execution of this Amendment No. 5, which will be considered the County’s notification for Cartegraph to proceed. County agrees to work with Cartegraph to schedule Services in a timely manner.

SOLUTION SUBSCRIPTION INVOICING

County shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Amendment No. 5. The payment for Year 6 shall be invoiced upon execution of this Amendment No. 5 and due within 30 days.

Payment for any subsequent renewal terms will be due in annual installments 15 days prior to the anniversary of September 1st in the amount(s) that follow:

- Year 6: \$34,135.00
- Year 7: \$19,830.00
- Year 8: \$20,425.00
- Year 9: \$21,040.00
- Year 10: \$21,670.00

SOLUTION SERVICES INVOICING

Invoicing for the Solutions Services shall occur upon the execution of this Amendment No. 5 and be invoiced as follows:

- Invoicing shall occur upon the execution of this Amendment No. 5.

PAYMENT TERMS

- All payments are due Net 30 days from start date of invoice.
- All payments are to be in U.S. Dollars.