

**AMENDMENT NO. 1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND CARTEGRAPH SYSTEMS, INC.**

THIS AMENDMENT NO. 1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM ("Amendment No. 1") is entered into this 14th day of June, 2017, 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").

- 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, Article 5. Term of Agreement states that the initial contract term begins upon contract execution, and continues for five (5) years from the date of Acceptance of Phase 1 Milestone "Testing Sign-Off-Complete." Acceptance of Phase 1 occurred on April 1, 2016, which means the initial contract term would end on March 31, 2021; and
- C. Whereas, Cartegraph has offered to extend the initial contract term for six months beyond the original end date, and the County has agreed to accept the extended contract term.

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 Cartegraph have agreed to extend the initial contract period an additional six months, as follows:

1. The opening paragraph of Article 5. Term of Agreement, is amended to read:

The initial term of the Agreement shall commence upon execution and continue for five (5) year(s) and six (6) months from the date of Acceptance of Phase 1 Milestone "Testing Sign-Off- Complete" per the Project Schedule, Exhibit A-2) ("Initial Term"), and may be extended by the County for five (5) additional one (1) year option terms by providing written notice subject to termination as provided in this Agreement.

2. Subscription renewal term dates during the initial contract term shall be:

April 1, 2016 to March 31, 2017

April 1, 2017 to March 31, 2018
April 1, 2018 to March 31, 2019
April 1, 2019 to March 31, 2020
April 1, 2020 to August 31, 2021

3. Annual subscription terms beyond 2021 shall be from September 1 through August 31 of the following year.

Except as amended in this Amendment No. 1, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date set forth above.

COUNTY OF SNOHOMISH:

CONTRACTOR:

KEN KLEIN
Executive Director
[Signature] 6/14/17 *dk*
By: _____ Date
Snohomish County Executive

[Signature] 4/27/18
By: Ben Murray Date
Title: VP/CFU

Recommended for Approval:

[Signature] 5/9/17
Risk Management Date

Recommended for Approval:

[Signature] 5/8/17
Information Technology Dept. Date

COUNCIL USE ONLY
Approved: 6-14-17
Docfile: D-b

**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: 
Printed Name: MITCH BRADLEY
Title: SUP SALES + MARKETING
Date: 1/17/2020


SNOHOMISH COUNTY

By: 
Snohomish County Executive
Date: 2/26/2020


RECOMMENDED FOR APPROVAL

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

APPROVED AS TO FORM ONLY:

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

RECOMMENDED FOR APPROVAL

By: 
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.

**AMENDMENT NO. 3 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND CARTEGRAPH SYSTEMS, LLC.**

THIS AMENDMENT NO. 3 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM (Amendment No. 2”) 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 and Amendment No. 2 on February 26, 2020 which added additional but related scope and budget; and
- C. Whereas, the Agreement under Section 5. Term of Agreement allows up to five (5) additional one (1) year terms; and
- D. Whereas, the County and Cartegraph wish to renew and extend the Agreement for all five (5) one-year extensions at this time in order to reduce administrative burden and secure agreeable pricing terms; and
- E. Whereas, the County and Cartegraph have negotiated new terms for five (5) one-year renewals; and
- F. Whereas, the County and Cartegraph wish to revise two Sections of the Agreement.

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. The first two paragraphs of Section 5 **Term of Agreement** are hereby amended to read:

Term of Agreement. The initial term of the Agreement shall commence upon execution and continue for ten (10) year(s) from the date of Acceptance of Phase 1 Milestone “Testing Sign-Off-Complete” (per the Project Schedule, Exhibit A-2)(“Initial Term”).

The maximum term for this Agreement, consisting of the initial term and the option term is ten (10) years from Acceptance unless extended by written agreement signed by all parties.

2. An Exhibit A-2 Supplemental Scope of Work is attached hereto and by this reference made part of the original Agreement.

3. An Exhibit B-2 Software Support is attached hereto and by this reference made part of the original Agreement.

4. An Exhibit C-2 Supplemental 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 and B-2 of this Agreement.

5. Section 13. **Insurance.** is hereby amended with the following changes.

Paragraph Five is deleted and replaced with “Professional Technical Liability insurance appropriate to the Contractor’s profession with a \$1,000,000 aggregate limit. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and the Contractor shall maintain coverage for the duration of the Agreement and for three years following termination of the Agreement.”

Paragraph Eight is deleted and replaced with “The Contractor’s insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor’s insurance and shall not contribute to it.”

Paragraph Ten is deleted and replaced with “Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.”

6. A new Section 37 **Limitation of Liability** is created in the Agreement, to read as follows: “IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE CONTRACTOR TECHNOLOGY (OR ANY CONTRACTOR DATA), EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. CONTRACTOR’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED SEVEN HUNDRED FIFTY-THOUSAND DOLLARS (\$750,000.00). COUNTY AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CONTRACTOR’S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.”

Except as expressly provided in this Amendment No. 3, 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. 3 to be duly executed as of the date of the last party to sign.

Cartegraph Systems, LLC

By: _____
Title:

SNOHOMISH COUNTY

By: _____
Snohomish County Executive

RECOMMENDED FOR APPROVAL

By: _____
Director, Department of Information Technology

APPROVED AS TO FORM ONLY:

By: _____
Deputy Prosecuting Attorney

RECOMMENDED FOR APPROVAL

By: _____
Risk Management

Exhibit A-2

SERVICES SCOPE OF WORK

The Solutions Services (“Solutions’ or “Services”) listed in the Investment Summary (Exhibit C) of this Amendment No. 3 are specific Cartegraph services which will be delivered to the County based on the descriptions below, and are subject to the limitations and terms and conditions set for the in the Master Agreement, Amendment No. 1, and Amendment No. 2. Cartegraph will coordinate with the County on service delivery expectations and timeframes.

Cartegraph OMS –Scope of Work

The Scope of work includes the following professional services:

Training

- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on Engage functionality. Training topics include:
 - Multi & Single Step Guide Creation
 - Guide Metrics Review
 - User Analytics Review
 - Tutorials & Support Material Recommendations
 - Cartegraph recommended best practices

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 this project:

- 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.
- 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.
- 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 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 in 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. 3, 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, 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 these exercises.
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 such that delivery and execution of Cartegraph Field Services will not be impeded.
3. County and Cartegraph understand that the successful performance of Field Services depends upon County fulfilling its responsibilities. The Project assumes that County will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited 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. County responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. County will provide Internet access and IT staff support as required. 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. Solutions will be supported 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 its Solutions 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. 3, unless noted differently in Services Scope listed above. Upon expiration of Field Services, the Field Services project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Amendment

Cartegraph's compensation will not exceed the total included in this Amendment No. 3 without a fully executed amendment. In the event it becomes apparent to Cartegraph that additional Services will be needed due to any changes in the scope of this Amendment No. 3, Cartegraph will notify County prior to exceeding the approved efforts and obtain approval in the form of an amendment if additional Services are required. The County may refuse such additional Services at its sole discretion.

Exhibit B-2

SOLUTIONS SUPPORT

TECHNICAL SUPPORT

1. Campus – www.cartegraph.com/campus
Cartegraph shall provide a User Assistance area that includes tips, step-by-step guides, videos, and more.
2. Cartegraph shall provide Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat.
Live Chat is available within the product or through Campus. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
3. Secure, Live Remote Support
Cartegraph shall provide remote support tools. Cartegraph Support Team members shall directly interact with County systems and staff to find a fast, effective solutions.

TRAINING & EDUCATION SUPPORT

1. Convenient Online Resources
Cartegraph shall provide online training opportunities, tutorial videos, upcoming event information, and more through online resources.
2. Customer Led User Groups
Cartegraph shall provide access to regional Customer Led User Groups.

RELEASES & UPGRADES

1. New Releases
Cartegraph shall provide customer with new release of the software.
 - The cloud-hosted site will be automatically upgraded by Cartegraph System Consultants after the release is available.
 - For on-Premises Installation, Cartegraph Technical Consultants will work with County IT staff to receive the latest software release in a timely manner.
2. Service Packs
A Service Pack consists of lower-severity bug fixes and/or small platform updates.
 - If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.
 - 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. On-premises customers can then schedule a time to install the Service Pack with Cartegraph's Technical Support team
3. 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 work with you in achieving a timely and effective resolution.

Cartegraph will provide the Support Services only to 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 the Solutions. 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 the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Exhibit C-2

Investment Summary

The County shall pay Cartegraph for the following for line items of County's Solution.

Year 6 - 9/1/2021 - 8/31/2022 - Services

No.	Product	Code	Quantity	Price
1	Implementation Services	CGPFSV	1.00	USD 2,600.00
Term 1 - 9/1/2021 - 8/31/2022 - Services TOTAL:				USD 2,600.00

Year 6 - 9/1/2021 - 8/31/2022 - Subscription

No.	Product	Code	Quantity	Price
1	SCF Other Agency Type	SCFOTH	10.00	USD 10,000.00
1	OMS Premium	OMSPRM	1	USD 100,000.00
2	Signal Domain	DOM006	1	USD 20,000.00
3	Transportation Domain	DOM008	1	USD 37,500.00
4	Walkability Domain	DOM009	1	USD 0.00
5	Cartegraph Engage	CGENG	1	USD 15,000.00
6	OMS Unlimited UsersPublic Works Only	OMSUNLIMITED	1	USD 0.00
7	OMS On-Premise	OMSONP	1	USD 0.00
Term 1 - 9/1/2021 - 8/31/2022 - Subscription TOTAL:				USD 182,500.00

Year 7 - 9/1/2022 - 8/31/2023 - Subscription

No	Product	Code	Quantity	Price
1	SCF Other Agency Type	SCFOTH	10.00	USD 10,300.00
1	OMS Premium	OMSPRM	1	USD 103,000.00
2	Signal Domain	DOM006	1	USD 20,600.00
3	Transportation Domain	DOM008	1	USD 38,625.00
4	Walkability Domain	DOM009	1	USD 0.00
5	Cartegraph Engage	CGENG	1	USD 15,000.00
6	OMS Unlimited UsersPublic Works Only	OMSUNLIMITED	1	USD 0.00
7	OMS On-Premise	OMSONP	1	USD 0.00
Term 2 - 9/1/2022 - 8/31/2023 - Subscription TOTAL:				USD 187,525.00

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

No.	Product	Code	Quantity	Price
1	SCF Other Agency Type	SCFOTH	10.00	USD 10,600.00
1	OMS Premium	OMSPRM	1	USD 106,090.00
2	Signal Domain	DOM006	1	USD 21,218.00
3	Transportation Domain	DOM008	1	USD 39,780.00
4	Walkability Domain	DOM009	1	USD 0.00
5	Cartegraph Engage	CGENG	1	USD 15,000.00
6	OMS Unlimited UsersPublic Works Only	OMSUNLIMITED	1	USD 0.00
7	OMS On-Premise	OMSONP	1	USD 0.00
Term 3 - 9/1/2023 - 8/31/2024 - Subscription TOTAL:				USD 192,688.00

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

No.	Product	Code	Quantity	Price
1	SCF Other Agency Type	SCFOTH	10.00	USD 10,920.00
1	OMS Premium	OMSPRM	1	USD 109,270.00
2	Signal Domain	DOM006	1	USD 21,850.00
3	Transportation Domain	DOM008	1	USD 40,790.00
4	Walkability Domain	DOM009	1	USD 0.00
5	Cartegraph Engage	CGENG	1	USD 15,000.00
6	OMS Unlimited UsersPublic Works Only	OMSUNLIMITED	1	USD 0.00
7	OMS On-Premise	OMSONP	1	USD 0.00
Term 4 - 9/1/2024 - 8/31/2025 - Subscription TOTAL:				USD 197,830.00

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

No.	Product	Code	Quantity	Price
1	SCF Other Agency Type	SCFOTH	10.00	USD 11,250.00
1	OMS Premium	OMSPRM	1	USD 112,550.00
2	Signal Domain	DOM006	1	USD 22,505.00
3	Transportation Domain	DOM008	1	USD 42,010.00
4	Walkability Domain	DOM009	1	USD 0.00
5	Cartegraph Engage	CGENG	1	USD 15,000.00
6	OMS Unlimited UsersPublic Works Only	OMSUNLIMITED	1	USD 0.00
7	OMS On-Premise	OMSONP	1	USD 0.00
Year 6-10 - 9/1/2025 - 8/31/2026 - Subscription TOTAL:				USD 203,315.00

Summary By Term - Includes Services & Subscriptions

Total Year 6	USD 185,100.00
Total Year 7	USD 187,525.00
Total Year 8	USD 192,688.00
Total Year 9	USD 197,830.00
Total Year 10	USD 203,315.00
TOTAL	USD 966,458.00

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 Customer, County agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Amendment No. 3, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in Exhibit C-2.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon execution of this Amendment No. 3, 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. 3. The payment for Year 6 is due upon execution of this Amendment No. 3.

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

- Year 6: \$182,500.00
- Year 7: \$187,525.00
- Year 8: \$192,688.00
- Year 9: \$197,830.00
- Year 10: \$203,315.00

SOLUTION SERVICES INVOICING

Invoicing for the Solutions Services shall occur upon the execution of this Amendment No. 3 and be invoiced as follows:

- Invoicing shall occur upon the execution of this Amendment No. 3.

PAYMENT TERMS

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

**AMENDMENT NO. 4 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND CARTEGRAPH SYSTEMS, LLC.**

THIS AMENDMENT NO. 4 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM (Amendment No. 4”) 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

C. Whereas, the original RFP-14-14DW allows for the expansion of the AMMS system to other County departments; and

D. Whereas, the Department of Conservation and Natural Resources 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 Department of Conservation and Natural Resources 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 C-3 Department of Conservation and Natural Resources 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 and B-2 of the Agreement.

Except as expressly provided in this Amendment No. 4, 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. 4 to be duly executed as of the date of the last party to sign.

Cartegraph Systems, LLC

By: _____
SVP of Sales and Marketing

SNOHOMISH COUNTY

By: _____
Snohomish County Executive

RECOMMENDED FOR APPROVAL

By: _____
Director, Department of Information Technology

APPROVED AS TO FORM ONLY:

By: /s/ Rebecca Wendling 9/13/2021
Deputy Prosecuting Attorney

RECOMMENDED FOR APPROVAL

By: _____
Risk Management

Exhibit C-3 Department of Conservation and Natural Resources Payment Schedule

Investment Summary

The County shall pay Cartegraph for the following for line items for software and services provided to the Department of Conservation and Natural Resources.

Year 6 - 9/1/2021 - 8/31/2022 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 0.00
2	Parks & Recreation Domain	DOM004	1	USD 25,000.00
3	Stormwater Domain	DOM007	1	USD 35,000.00
4	Walkability Domain	DOM009	1	USD 0.00
5	OMS Unlimited UsersCNR Only	OMSUNLIMITED	1	USD 0.00
6	OMS On-Premise	OMSONP	1	USD 0.00
Term 1 - 9/1/2021 - 8/31/2022 - Subscription TOTAL:				USD 60,000.00

Year 7 - 9/1/2022 - 8/31/2023 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 0.00
2	Parks & Recreation Domain	DOM004	1	USD 25,750.00
3	Stormwater Domain	DOM007	1	USD 36,050.00
4	Walkability Domain	DOM009	1	USD 0.00
5	OMS Unlimited UsersCNR Only	OMSUNLIMITED	1	USD 0.00
6	OMS On-Premise	OMSONP	1	USD 0.00
Term 2 - 9/1/2022 - 8/31/2023 - Subscription TOTAL:				USD 61,800.00

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

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 0.00
2	Parks & Recreation Domain	DOM004	1	USD 26,520.00
3	Stormwater Domain	DOM007	1	USD 37,130.00
4	Walkability Domain	DOM009	1	USD 0.00
5	OMS Unlimited Users CNR Only	OMSUNLIMITED	1	USD 0.00
6	OMS On-Premise	OMSONP	1	USD 0.00
Term 3 - 9/1/2023 - 8/31/2024 - Subscription TOTAL:				USD 63,650.00

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

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 0.00
2	Parks & Recreation Domain	DOM004	1	USD 27,315.00
3	Stormwater Domain	DOM007	1	USD 38,240.00
4	Walkability Domain	DOM009	1	USD 0.00
5	OMS Unlimited UsersCNR Only	OMSUNLIMITED	1	USD 0.00
6	OMS On-Premise	OMSONP	1	USD 0.00
Term 4 - 9/1/2024 - 8/31/2025 - Subscription TOTAL:				USD 65,555.00

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

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 0.00
2	Parks & Recreation Domain	DOM004	1	USD 28,135.00
3	Stormwater Domain	DOM007	1	USD 39,385.00
4	Walkability Domain	DOM009	1	USD 0.00
5	OMS Unlimited UsersCNR Only	OMSUNLIMITED	1	USD 0.00
6	OMS On-Premise	OMSONP	1	USD 0.00
Term 5 - 9/1/2025 - 8/31/2026 - Subscription TOTAL:				USD 67,520.00

Total Year 6	USD 60,000.00
Total Year 7	USD 61,800.00
Total Year 8	USD 63,650.00
Total Year 9	USD 65,555.00
Total Year 10	USD 67,520.00
TOTAL	USD 318,525.00

Summary By Term - Includes Services & Subscriptions

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 Customer, County agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Amendment No. 4, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in Exhibit C-3.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon execution of this Amendment No. 4, 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. 4. The payment for Year 6 is due upon execution of this Amendment No. 4.

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

- Year 6: \$60,000.00
- Year 7: \$61,800.00
- Year 8: \$63,650.00
- Year 9: \$65,555.00
- Year 10: \$67,520.00

SOLUTION SERVICES INVOICING

Invoicing for the Solutions Services shall occur upon the execution of this Amendment No. 4 and be invoiced as follows:

- Invoicing shall occur upon the execution of this Amendment No. 4.

PAYMENT TERMS

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

**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.