

AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR CAYENTA UPGRADE

This Amendment 2 to the “Professional Services Agreement” executed on September 30, 2021; and Amendment 1 executed on July 12, 2023 (together hereafter “the “**Master Agreement**”), 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 duly authorized to conduct business in Washington State, (the “Contractor”) is made and entered into on this ____ day of _____, 2025 (the “**Amendment No. 2 Effective Date**”).

RECITALS

WHEREAS, Snohomish County and Cayenta, a division of N. Harris Computer Corporation entered into a Master Agreement for the Cayenta Upgrade on September 30, 2021 which was amended by Amendment 1 dated July 12, 2023, together hereafter (the “**Agreement**”); and

WHEREAS, on June 16, 2023, the parties agreed in Change Order CO-001 to the Master Agreement, to reflect updated schedule and milestone payment dates; and

WHEREAS, on August 26, 2022, the parties agreed in Change Order CO-003 to the Master Agreement, to descope the implementation of the Miscellaneous Accounts Receivable Module; and

WHEREAS, on February 6, 2023, the parties agreed in Change Order CO-004 to the Master Agreement, to descope the implementation of the Payment Processing Module; and

WHEREAS, on September 11, 2023, the parties agreed in Change Order CO-007 to the Master Agreement, to amend the Statement of Work to add additional functionality to current API for Cash Collections; and

WHEREAS, on October 4, 2023, the parties agreed in Change Order CO-008 to the Master Agreement to amend the Statement of Work to move Snoco Labor Project Report Deliverables to Contingency Hours; and

WHEREAS, on December 13, 2023, the parties agreed in Change Order CO-010 to the Master Agreement, to amend the Statement of Work to provide re-baseline schedule and extend go-live to October 2, 2023; and

WHEREAS, on November 7, 2023, the parties agreed in Change Order CO-011 to the Master Agreement, to move 12 hours from Contingency Hours to add fields to CC702 Payment Entry Edit List report; and

WHEREAS, on February 1, 2024, the parties agreed in Change Order CO-012 to the Master Agreement, to amend the Statement of Work to descope the implementation of Cayenta Budget

Preparation and voice related payment milestones; and

WHEREAS, on February 28, 2024, the parties agreed in Change Order CO-013 to the Master Agreement, to amend the Statement of Work and utilize sixty (60) hours of MP 25 Post-Upgrade Prepaid Work to add customer email to invoice and Amanda Code Enforcement Portal Stat; and

WHEREAS, on May 16, 2024, the parties agreed in Change Order CO-014 to the Master Agreement, to amend the Statement or Work and utilize eighteen (18) hours of MP 25 Post-Upgrade Prepaid Work to add revenue to the Reimbursable Project Billing Detail Report; and

WHEREAS, on January 5, 2025, the parties agreed in Change Order CO-015 to the Master Agreement, to utilize twenty-two (22) hours of milestone 25 and eight (8) hours of MP 25 Post-Upgrade Prepaid Work to add a visual indicator that indicates the presence of attachments on the MLA Grid; and

WHEREAS, on March 10, 2025, the parties agreed in Change Order CO-016 to the Master Agreement, to increase the hourly Work Order rates, remove Point & Pay Invoice PDFs (MP C06-08) and Report Development Support (MP-C06-29) from the SOW, and allocate the balance remaining of \$122,084 to MP26 for future Change Orders; and

WHEREAS, the parties agree that, Change Orders CO-001, CO-003, CO-004, CO-007, CO-008, CO-010, CO-011, CO-012, CO-013, CO-014, CO-015, and CO-016 will not result in an increase Contract Maximum.

NOW THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

1. The Contractor shall:

- a. Remove the T&M reference from section 6.5.5 “Phase 4—Oracle to SQL Server conversion” of the SOW, and update the schedule and milestone payment dates as set forth on page 2 of CO-001
- b. Remove the Miscellaneous Accounts Receivable Module from the SOW, and apply the \$5,000.00 license credit towards any Classic AR enhancements as set forth on pages 1-2 of CO-003
- c. Remove the Payment Processing Module from the SOW and apply the \$5,000.00 license credit towards any FMS Classic AR Modernization as set forth on pages 1-2 of CO-004
- d. Add functionality to current API for Cash Collections as set forth in pages 1-2 of CO-007
- e. Remove the Snoco Labor Project work from the SOW as set forth on page 2 of CO-008
- f. Extend the go-live date as set forth on pages 2-7 of CO-010
- g. Add fields to the Payment Entry Edit List Report as set forth on page 2 of CO-011
- h. Remove the Cayenta Budget Preparation cost and travel costs from the SOW as set forth in pages 2-3 of CO-012

- i. Add Customer Email to the invoice and Portal Stat as set forth in pages 2-3 of CO-013
- j. Add Revenue to the Reimbursable Project Billing Detail as set forth in page 2 of CO-014
- k. Add a visual indicator to the MLA grid as set forth in pages 2-3 of CO-015
- l. Remove Point & Pay Invoice PDFs, MP C06-08 and Report Development Support MP C06-29 from the SOW, as set forth in pages 1-2 of CO-016
- m. Allocate the remaining SOW balance of \$122,084 to future Change Orders, as set forth in pages 1-2 of CO-016
- n. Increase the hourly rate to \$260 per hour for quotes provided at the end of 2024, \$270 per hour for quotes provided in 2025, and beginning January 1, 2026 Contractor's prevailing standard hourly rate effective January 1 of each year as set forth in page 1 of CO-016

2. All other terms of the Master Agreement shall remain in full force and effect, except as expressly modified by this Amendment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 2 as of the day and year first written above.

CAVENTA - Division of N. HARRIS COMPUTER CORPORATION

Signed by: Larissa Wong
By: EB5BE63DBD17432... Larissa Wong
Printed Name: Larissa Wong
Title: Senior Vice President
Date: 4/7/2025

SNOHOMISH COUNTY

By: _____
Printed Name: Ken Klein
Title: Executive Director
Date: _____

Approved only as to form:

Wendling,  Digitally signed by Wendling, Rebecca
Rebecca Date: 2025.04.02 13:11:19 -07'00'
Deputy Prosecuting Attorney Date