

**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.