

**Amendment 1 to the Integrated Financial Management System Contract:
Completion and delivery of contracted items from RFP-1-95**

THIS Amendment 1 is entered this ____ day of April, 2000 by and between Snohomish County ("COUNTY"), a charter county of the State of Washington, and SFG Technologies (US) Inc. ("SFG" or "CONTRACTOR"), and amends their agreement executed on February 20, 1996 entitled, Contract Snohomish County & SFG Technologies (U.S.) Inc. Integrated Financial Management System, February, 1996.

This Amendment updates the deliverables under the original contract, and is to recognize the commitments made by both parties in a new approach to complete the contract. This approach is intended to provide the County with the benefits of the original contract and RFP.

The total cost of Amendment 1 deliverables is the stated costs in the original contract, there is no increase to the original contract's total amount payable.

All provisions in the Original Contract remain in effect except as expressly modified by this Amendment 1. The Original Contract is amended as follows:

Article I - General Reference Changes:

All references to a relational database, Sybase database, or Sybase in the Original Contract shall now mean an Oracle relational database.

All references to Full Use or Concurrent Use, Sybase or database licenses in the Original Contract shall now mean Oracle, Full Use Network 'Enterprise' Licenses, which the County will purchase separately from this contract.

All references in the Original Contract to IQ Windows shall now mean the COUNTY's choice of either IQ Objects or Actuate reporting tool software.

All references in the Original Contract to IQ Smartserver shall now mean the County's choice of either the current version of IQ Smartserver to run with an Oracle based SFG system or the Oracle functionality that would replace it.

All references in the Original Contract to UniQue shall now mean the County's choice of either the current version of UniQue to run with an Oracle based SFG system or the Oracle functionality that would replace it.

All references in the Original Contract to UniBatch shall now mean the County's choice of either the current version of UniBatch to run with an Oracle based SFG system or the Oracle functionality that would replace it.

All references in the Original Contract to SFG's Human Resource Module shall now mean the current version of the Human Resources module to run with an Oracle based SFG system.

All references in the Original Contract to SFG's Bid Management Module shall now mean the current version of the Bid Management module to run with an Oracle based SFG system.

All references in the Original Contract to SFG's Fixed Assets Module shall now mean the current version of the Fixed Assets module to run with an Oracle based SFG system.

All references in the Original Contract to the remaining SFG modules not specified above shall now mean the current version to run an Oracle based SFG system.

All references in the Original Contract to SFG's Professional Services shall now mean the amount of SFG services, both on-site and off-site, to effect the successful delivery, installation, production implementation, data conversion to, and training for the current version of the software system contracted for so that COUNTY will be able to receive the benefit of the intent of the RFP and the original contract.



All references in the Original Contract to data conversion shall now mean the converting of data to the Oracle based SFG system, and is still addressed by the second paragraph of Section 2.14.34.

Article II – Specific Changes:

Section 2.14.1.3. The following is added at the end of the section:

SFG Technologies (U.S.) Inc. is the side of SFG Technologies Inc. of Canada which is licensed to do business in the United States. SFG Technologies Inc. of Canada is a wholly owned company of Cayenta Inc. Cayenta Inc. is a subsidiary of the Titan Corporation (NYSE: TTN).

Section 2.14.3 Term of Agreement. The following new paragraph is added at the beginning of the section:

Amendment 1 shall be effective upon execution by both parties and shall continue through the expiration date of the Final Acceptance period as set forth in Section 2.14.36 7th paragraph "Software Final Acceptance".

Section 2.14.5 Compensation and CONTRACTOR's Services. The first sentence of the second paragraph is deleted and replaced with the following:

SFG Technologies (U.S.) Inc. shall be the Prime Contractor under this Agreement for its entire life as defined in Section 2.14.3 with respect to all services, software products, the INTEGRATED FINANCIAL MANAGEMENT SYSTEM application software set forth in Exhibits A, B, and E, and any Actuate Corporation product.

Section 2.14.6.1. The Section is modified as follows:

COUNTY

Technology Contract Administrator

CONTRACTOR

Project Manager

Section 2.14.26 Notice. The section is deleted and replaced by the following:

Except as set forth elsewhere in the agreement, for all purposes under this Agreement, except service of process, notice will be given by CONTRACTOR to the COUNTY's department head of the department for whom services are rendered and to the COUNTY's Contract Administrator at the address stated below. Notice to CONTRACTOR for all purposes under this agreement will be given to the address stated below. Notice may be given by delivery to their place of business or by depositing in the US Mail, first class postage prepaid. Either party may change the address, fax number, or the person to whom the notice is to be directed by forwarding to the other party a notice which complies with this section.

To COUNTY:

Snohomish County, _____ Department
3000 Rockefeller Avenue, MS____
Everett, WA 98201-4046
ATTN: Department Head

Copy to:

Snohomish County DIS
3000 Rockefeller Avenue, MS709
Everett, WA 98201-4046
ATTN: Technology Contract Administrator
Phone: (425)388-3349
FAX: (425)388-3999

To CONTRACTOR:

SFG Technologies (U.S.) Inc.
Suite 205 - 329 North Road,
Box 402
Coquitlam, BC Canada
V3J 1M2
Phone: (604)570-4300
FAX: (604)291-0742

Section 2.14.44 Entire Agreement. The section is deleted and replaced with the following:

This written contract, including the Exhibits listed in Section 2.14.43, and the corresponding documents listed below represent the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties. In the event of any conflict requiring interpretation, the precedence of documents shall be:

1. Amendment 1.
2. Original Contract dated February 20, 1996
3. COUNTY's Request for Proposal RFP-1-95
4. CONTRACTOR's original response to RFP-1-95
5. Vendors detailed design documents

Exhibit E: Schedule B. The following new paragraph is added immediately after the heading **SOFTWARE MODIFICATIONS:**

Approach: After the successful installation, implementation and production use of the INTEGRATED FINANCIAL MANAGEMENT SYSTEM, then the parties will review and address each modification issue listed below. If it is determined that the modification is still needed, it will be provided at the stated price. If the review determines that the modification is no longer needed, it and the associated contract amount due will be voided.

Article III – Further Commitments:

SFG will lead efforts to determine what is needed in re-instating AcuCorp's Acu4GL license which will begin to be needed with the Oracle version of the system.

Additionally, SFG commits to providing a full credit for the \$97,650 in originally contracted Sybase licenses. Currently this is anticipated to consist of a \$72,500 credit for the COUNTY's separate Oracle License purchase (in the current Oracle quote, effective until 5/15/2000), and \$25,150 to be documented.

Additionally, SFG will issue a credit or refund for the duplicate payment on Invoice 97 0792.

COUNTY stands by its contract commitment to pay the remaining contract amounts for accepted, delivered, trained for, installed and in production modules and software.

Snohomish County CONTRACT SIGNATURE PAGE
Amendment 1 to Integrated Financial Management System Contract

IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of MAY, 2000.

CONTRACTOR:

SFG Technologies (U.S.) Inc.
Full Firm Name


Contract Administrator

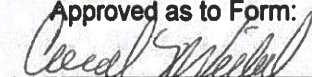
Apr 17/00.
Date

SNOHOMISH COUNTY:


Contract Administrator

5/11/2000
Date

Approved as to Form:


PROSECUTING ATTORNEY

4-13-2000
Date

Mailing Address:

SFG Technologies (U.S.) Inc.
Suite 205 - 329 North Road,
Box 402
Coquitlam, BC
Canada
V3J 1M2

Street Address:

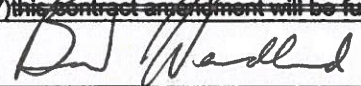
Suite 100 - 8900 Nelson Way,
Discovery Park as SFU
Burnaby, BC,
Canada
V5A 4W9

Business Tax ID: 601-111-736 0

Certification:

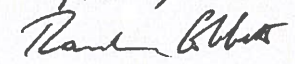
I, Ben Wendland, do hereby certify and warrant that:

- 1) I am the President of SFG Technologies, Inc.;
- 2) SFG Technologies Inc. merged with Cayenta Inc. and both companies are entirely owned by the Titan Corporation;
- 3) no personnel changes at SFG Technologies Inc. have occurred or are contemplated;
- 4) Bill Grant is my designated Contract Administrator for SFG Technologies, Inc.;
- 5) I, and as my designee, Bill Grant, each have full authority to negotiate and execute this contract amendment on behalf of SFG Technologies Inc.;
- 6) SFG Technologies Inc. is solvent, remains fully capable of performing its obligations under the contract, and will so perform;
- 7) ~~this contract amendment will be fully binding upon Cayenta Inc. and the Titan Corporation.~~ 

 (Bc Driver's Licence 5114875)

Ben Wendland, President SFG Technologies, Inc.

Date

Signed by Ben Wendland in the presence of:
 RANDALL E. COBBETT
A Notary Public in and for
the Province of British Columbia
4259 East Hastings Street
Burnaby, British Columbia
V5C 2J5 299-6251

Witnessed as to Execution Only
No advice given or sought.

Notary

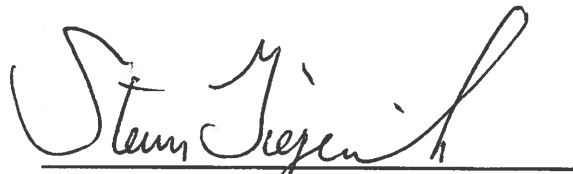
CANADA)
PROVINCE OF BRITISH COLUMBIA)
CITY OF VANCOUVER,) S.S.
CONSULATE GENERAL OF THE)
UNITED STATES OF AMERICA)

I, Steven Giegerich, Consul of the United States of America, at Vancouver, in the Province of British Columbia, duly commissioned and qualified, do hereby certify that :

RANDALL E. COBBETT

before whom the annexed document has been executed, was at the time he signed the annexed certificate a Notary Public at Burnaby, in the Province of British Columbia, Canada.

IN WITNESS WHEREOF I have here unto
set my hand and affixed the Seal of the
Consulate General at Vancouver
on July 24, 2001.



Steven Giegerich
Consul of the United States of America

THIS DOCUMENT CONSISTS OF FIVE PAGES

Amendment 3 to the Integrated Financial Management System Contract: Cayenta Financials Version 7 Upgrade

THIS Amendment 3 is the third Amendment to the contract by and between Snohomish County (the "County"), a charter county of the State of Washington, and Cayenta Canada Corp. ("Contractor"), and amends their agreement executed on February 20, 1996 entitled, Contract Snohomish County & SFG Technologies (U.S.) Inc. Integrated Financial Management System, February, 1996 as amended by the two subsequent amendments: the first amendment was entitled "Addendum" and was dated March 28, 1996, and the second amendment was entitled "Amendment 1" and was dated May 11, 2000. Together these three documents are hereinafter referred to as the "Original Agreement". This Amendment 3 is entered into this 19th day of January 2004.

NOW THEREFORE, the Parties agree to the following modifications of the Original Agreement::

A New Section 1.2004 is added as follows:

1.2004 GENERAL CHANGES:

1.2004.1 It is understood and agreed by the Parties that all provisions in the Original Agreement remain in effect except as expressly modified by this Amendment 3.

1.2004.2 All references in the Original Agreement to "SFG Technologies (U.S.) Inc." are hereby changed to Cayenta Canada Corp. or Contractor.

1.2004.3 The specific changes contained in this Amendment 3 are in addition to the terms and conditions in the Original Agreement.

Section 2.14.1 Recitals is amended by adding the following new subsections:

2.14.1.6 This Amendment 3 applies to implementation of the Cayenta Financial Version 7 software upgrade (the "CFv7 Upgrade"), subsequent to the County's acceptance of the Integrated Financial Management System Replacement System Version 4.3.1 (the "Current System").

2.14.1.7 Contractor desires to provide the tools and services to assist the County in upgrading from the County's Current System to the Cayenta Financials Version 7 software product at the County's current location.

2.14.1.8 The County desires to secure Contractor's professional expertise, skill and knowledge with the implementation of the CFv7 Upgrade and the continuing support for same at the County's current location.

* **Section 2.14.3 Term of Agreement is amended by adding the following at the end of the section:**

This Amendment 3 shall be effective upon execution by both parties and shall continue through the expiration date of the Final Acceptance period as set forth in Section 2.14.36 paragraph entitled ~~***~~ "Software Final Acceptance". Contractor shall not be obliged to provide support and maintenance on the CFv7 Upgrade unless paid for on an annual basis in advance by the County. Upon final acceptance Contractor shall provide support and maintenance on CFv7 upgrade on an annual basis for up to five (5) years provided that the County shall pay on annual basis in advance as provided in Exhibit B 2004.

~~*** - Amend of June 2006 - Software Final Acceptance~~

Section 2.14.4 Definitions is amended by adding the following new subsection:

2.14.4.6 Subsequent to the County's acceptance of the Integrated Financial Management System and for purpose of this Amendment 3, the following definitions will supersede the corresponding definitions in the Original Agreement.

Definition of System: "System" means the subject matter of this Amendment 3 pertaining to the CFv7 Upgrade to be provided by Contractor to the County. The System is comprised of the software, accompanying documentation, and services set forth in the Amendment 3 and Exhibits A 2004, and Exhibit B 2004.

Definition of Standard Software: "Standard Software" or "Software" means the Contractor's commercially available version of the CFv7 Upgrade software.

Definition of Custom Software: "Custom Software" means a modified form of the Contractor's commercially available CFv7 Upgrade software, specifically and particularly modified for the County at its request.

Definition of Services: "Services" means the labor performed by Contractor and any substitute work within the scope of the work defined in Exhibit A 2004, and any additional services which the County may wish to acquire from Contractor on a time and material/expenses basis.

Section 2.14.5 Compensation and Contractor's Services is amended by adding the following at the end of the section:

In consideration of the sum of \$60,680.00, plus an additional \$15,000 Contingency, if necessary, as stated in Exhibit A 2004, Contractor agrees to provide to the County all services, software, and any materials set forth in Exhibits A 2004, and B 2004 under Amendment 3 for the System. The maintenance services will be provided during the term of the Amendment 3 as stated in paragraph 2.14.3.

Cayenta Canada Corp. shall be the prime contractor under this Agreement for its entire life with respect to all services and software set forth in Exhibits A 2004 and B 2004. As prime contractor, Cayenta Canada Corp. shall be the single point of contact with respect to System problem identification, coordination, and resolution and shall exercise its reasonable commercial efforts to assure performance of any third party contractors, if applicable, with respect to performance of Services under this Amendment 3.

Section 2.14.6: The Section title is deleted and replaced with the following: - Payment for Contractor Services.

Section 2.14.6.3: Is amended by adding the following at the end of the section:

Services provided under this Amendment 3 are estimated based on the scope of work as defined in the attached Statement of Work found in Exhibit A 2004, unless specified elsewhere in this Amendment 3. For all Services rendered by Contractor, the County will be invoiced on a weekly basis with respect to time and materials incurred in the previous week. Fees are normally quoted for a standard eight-hour workday. If less than a day of work is performed, the invoice will be prorated based on the number of quarter days, rounded to the nearest quarter day. Any service lasting less than a quarter day will be invoiced as a quarter day. Any service lasting more than eight (8) hours shall be invoiced on an hourly basis, such rate to be calculated as the pro-rated amount of the 8 hour daily rate. The County shall make payment of all undisputed invoices within thirty (30) days after receipt of invoice. The County understands and agrees that any estimate of fees set out in Exhibit A 2004 is an estimate only and that actual fees charged may vary from such estimate. All payments shall be in U.S. Funds. The County shall reimburse Contractor for actual travel and living expenses incurred by Contractor in rendering the Services. Estimated expenses shall be pre-approved in writing by the County and invoiced on a monthly basis and payment shall be made by the County within thirty (30) days after the date of invoice. All payments shall be in U.S. Funds.

The County shall notify Cayenta in writing of any dispute concerning any invoice submitted under this Amendment 3 within twenty (20) days of receipt of invoice. All payments not timely made for services under this Amendment 3 shall bear interest at the lower of one percent (1%) per month or

the highest rate permissible under applicable law. The County shall reimburse Contractor for all reasonable costs incurred in collecting past due amounts owed by the County.

Section 2.14.6.4 is amended by adding the following at the end of the section:

During the life of the System project implementation as defined in Exhibit A 2004, County will pay Contractor for the actual quantities of work performed and accepted in conformance with the System specifications for the following services: project management, software installation support, software configuration, consulting and technical services together with tools and templates. Additional out of scope services may be purchased at the then current hourly rates, as outlined in Exhibit A 2004.

Section 2.14.14- Right to Review is amended by adding the following at the end of the section:

In the event of any such review or audit the County shall provide Contractor with five (5) business days advance written notice and such audit shall be conducted during Contractor's regular business hours. The County shall be responsible for all costs associated with its review.

During the course of an audit of Cayenta's books and records the County will have access to company confidential information. This confidential information may include without limitation, data, plans, reports, drawings, forecasts, trade secrets, technical, business or financial information transmitted orally, in writing or electronically, which is not published or readily available to the general public.

The County shall use the confidential information exclusively for the purpose of fulfilling its audit obligations and shall not disclose or otherwise use the confidential information for any other project or purpose or in any other way without first obtaining written permission from Cayenta. The County shall use the same degree of care to prevent the unauthorized use, dissemination or publication of the confidential information as County uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care.

Section 2.14.15 - Termination for Default is amended by adding the following at the end of the section:

Any of the following occurrences if related solely to the services under this Amendment 3 shall constitute grounds for either Party, at that Party's sole option, to terminate the agreement for default: if the other Party fails to perform any of the obligations of this Amendment 3, becomes insolvent, is declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of its creditors. The Party terminating the agreement must first give the other Party notice, in the manner stipulated in Section 2.14.26, of the grounds for default and an opportunity to cure. The notifying party may, if the party in default has not cured, or submitted a satisfactory plan for cure agreed to by the notifying party, following a thirty (30) day notice, terminate this Amendment 3 for default by serving, in the manner stipulated in Section 2.14.26 a Final Notice of Termination. The County's remedies for Contractor default shall be as stated in the Original Agreement at 2.14.15.

If this agreement is terminated by Contractor for default by the County, the County shall pay any and all outstanding invoices due to Contractor, not including any disputed invoices that Contractor has been notified of, pursuant to Section 2.14.6 of this Amendment 3.

If Contractor terminates this agreement for default and it is later determined for any reason that County was not in default, the Contractor shall be liable to County for all reasonable costs incurred by County as a result of such wrongful termination. If County terminates for default and it is later determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph of the Original Contract.

Section 2.14.18 Defense & Indemnity Agreement is amended by adding the following as a new second paragraph to this section:

EXCEPT AS PROVIDED IN SECTION 2.14.22, AND SUBJECT TO SECTION 2.14.21, CONTRACTOR'S TOTAL LIABILITY AS TO ANY CLAIM OR DEMAND BASED UPON THE CONTENT OR USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO CONTRACT, OR, BREACH OF WARRANTY, SHALL NOT IN ANY EVENT EXCEED THE TOTAL FEES PAID BY THE COUNTY WITH RESPECT TO THE AFFECTED SOFTWARE. NEITHER CAYENTA NOR ITS LICENSORS SHALL BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Section 2.14.21 - CONTRACTOR Commitments, Warranties and Representations is amended by adding the following at the end of the paragraph:

Any commitments, warranties and representations related to this Amendment 3 and the CF v7 Upgrade project, which are not agreed to in writing by both parties, shall not be binding upon Contractor.

Section 2.14.23.1 – This section is amended by adding the following at the end of the paragraph:

In the event of any dispute, controversy or claim arising under, out of or relating to this Amendment 3 and any subsequent amendments of this Amendment 3, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, the parties shall first make a good faith effort to resolve such dispute or controversy by negotiation, and if unsuccessful, either party may only then pursue legal action.

Section 2.14.24 Ownership of Items Produced is amended by adding the following at the end of the section:

All writings, programs, data, methodologies and procedures or other materials prepared by Contractor related to the Standard Software, Custom Software and Services provided as part of this Amendment 3 shall remain the sole property of Contractor for Use by County, only as stated in this Amendment.

Section 2.14.25 Confidentiality is amended by adding the following:

The County, its employees, subcontractors, and their employees shall maintain the confidentiality of Contractor Confidential Information provided by Contractor or acquired by the County in performance of this Agreement. "Contractor Confidential Information" includes without limitation the Standard and Custom Software and all documentation, and all methods or concepts utilized therein, plus all information identified by the Contractor as proprietary or confidential. All Contractor Confidential Information shall remain the sole property of the Contractor. Upon execution of a non-disclosure agreement satisfactory to Contractor, third parties may have access to Contractor Confidential Information solely for the purpose of providing services to the County. Information will not be considered to be Contractor Confidential Information if (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality; (iii) independently developed by a party without access to Contractor Confidential Information; (iv) known to the recipient at the time of disclosure; (v) produced in compliance with applicable law or a court order, provided the other party is given notice and opportunity to intervene; or (vi) it does not constitute a trade secret of Contractor and more than five (5) years have elapsed from the date of disclosure.

Contractor claims that the Standard and Custom Software and related documentation, and any modifications or copies thereof, are proprietary and protected by copyright and/or trade secret law. This Agreement provides County only a license to use and no other ownership rights are transferred by this Amendment 3. All proprietary notices incorporated in, marked on, or affixed to the Standard or Custom Software or other Contractor Confidential Information by Contractor or its suppliers shall be

duplicated by the County on all copies of all or any part of the Software and shall not be altered, removed or obliterated. The County shall not reverse engineer, reverse assemble or reverse compile any Software or part thereof. The County may modify the Software to the extent and in the manner described in the documentation for the Software.

If County has obligations under Washington State law to make certain documents and records available to the public, nothing in this Amendment will prevent compliance with that law. However, County shall notify Contractor in writing upon receipt of a public disclosure request for any Contractor Confidential Information in order to permit Contractor sufficient time within the limits of the law to seek a protective order or other appropriate relief.

2.14.26 - Notice is amended by deleting the Contractor's information and replacing it with the following:

To Contractor:

Cayenta Canada Corp.
2955 Virtual Way, Suite 250
Vancouver, B.C. V5M 4X6 Canada
Phone: (604)570-4300 FAX: (604)291-0742

2.14.31 - Software Documentation is amended by deleting both the first and second paragraphs and replacing them with the following:

Contractor will provide online Software documentation as part of the CF v7 Upgrade.. Software documentation will be available to the County within thirty (30) days after execution of this Amendment 3 or as otherwise mutually agreed, adequate for use of the Software supplies under this Amendment 3. Periodic updates to the Software, available online through Cayenta Support, shall be provided on a no-charge basis by the Contractor as long as the County is up to date on its annual support and maintenance fees for the Software.

For all CONTRACTOR programs furnished to the COUNTY within the scope of this Agreement, and to the extent it is contractually allowed to do so, the CONTRACTOR agrees that in the event it withdraws its support (if supported) from such programs, the County may gain access, if requested, to the source code and documentation under the terms as set forth in the attached Escrow Services Agreement.

2.14.32 - Software Upgrades & Maintenance. This section is amended by adding the provisions set out in Exhibit B 2004, as it pertains to the Standard Software and Custom Software provided as part of this Amendment.

2.14.34 - Installation and Delivery Dates. This section is amended by adding the relevant provisions set out the Exhibit A 2004 Statement of Work.

2.14.36 - Standard of Performance and Acceptance of Software. This section is amended by adding the language set out below. Other provisions relevant to implementation of the CFv7 Upgrade are set out in Exhibit A 2004 Statement of Work.

The County shall have 30 days from the date of first use in live operation (the initial testing period) to perform reasonable tests to verify that there are no material deficiencies in the Software. In the event that the Software is found to contain material deficiencies, the County shall notify Contractor in writing, specifying the nature of the deficiencies. Contractor shall have thirty (30) days to correct the deficiencies. Contractor shall notify the County in writing when the deficiencies have been corrected and the provisions of this Section shall again apply. The Software shall be deemed to be accepted by the County upon the expiry of the initial testing period or of any repeat testing period, if no notice of a material deficiency has been delivered by the County to Contractor during such period(s). Any repeat testing period will be thirty (30) days or the remainder of the testing period, whichever is longer. If

after two retests, the Software is found to continue to possess material deficiencies, the County may invoke the remedy provided under the Warranty set out in Exhibit B 2004.

2.14.42 - Survival *is amended* by adding the following wording at the beginning of the section:

All duties and responsibilities of any party, that either expressly stated or by their nature, extend into the future, will extend beyond and survive the end of the contract term or cancellation of this Amendment 3.

2.14.43 – Exhibits *are amended* by adding the following Exhibits:

Attached hereto and by this reference incorporated herein and made part of this Amendment 3 are the following:

Exhibit A 2004. Statement of Work

Exhibit B 2004. Contractor Software License and Support

2.14.44 - Entire Agreement. The section *is amended* by deleting the language in the Original Agreement and replacing it with the following:

The Original Agreement as amended by this Amendment 3, including the Exhibits listed in Section 2.14.43, and the corresponding documents listed below represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties. In the event of any conflict requiring interpretation, the precedence of documents shall be:

1. This Amendment 3
2. The Original Agreement consisting of the contract executed on February 20, 1996 entitled, Contract Snohomish County & SFG Technologies (U.S.) Inc. Integrated Financial Management System, February 1996 as amended by the first amendment entitled "Addendum" dated, March 28, 1996, and the second amendment entitled "Amendment1" dated May 11, 2000.

Exhibit B 2004

“Contractor Software License and Support Provisions”

All provisions of Exhibit B of the original agreement are incorporated herein and remain in full force and effect except as specifically modified in this Exhibit B 2004.

The reference date of this Exhibit B shall be the same date as this Amendment 3.

Contractor's address shall be the same as set out in Section 2.14.26

Exhibit B 2004, Section 2 – The License. The paragraph titled “Application System Source Code” is amended by adding the following:

Contractor offers the County the option of having the source code to the System software placed in escrow at the fees and terms set out in the attached Escrow Services Agreement. Upon the County's acceptance of the System and completion of each major release of the software but not less often than annually, Contractor shall deliver one copy of the software source code for the CFv7 Upgrade to Contractor's then current escrow agent. The appropriate annual escrow fees shall apply and are subject to change.

Exhibit B 2004, Section 3 – Software Services – Term and Payment. The paragraph titled “Payment” is modified by adding the following:

The County will compensate Contractor for software support services on an annual basis at Contractor's then current support rates. The County's existing support fees are \$134,197.79, which have been invoiced and paid up until December 31, 2004.

Contractor reserves the right to change the annual Support Services fees from time to time but not to exceed three (3%) percent increase of the previous year. Contractor agrees to notify the County at least thirty (30) days prior to each anniversary date of the Support Services renewal date of any intended change in the Fees specified in the Amendment 3. Support Services outside Contractor's normal business hours may be provided subject to Contractor's staff availability and at Contractor's then current rates.

Exhibit B 2004, Section 4 – Software Support Services. This section is modified by adding the following:

1. **Basic Support:** Contractor will provide Support to the County during normal business hours (8AM through 5PM PST/PDT, Monday through Friday, excepting normally recognized holidays). Contractor offers additional hours of support which require payment of a higher fee. The County can elect to modify the hours of support by payment of the then current fee for the additional hours of support. Support entitles the County's employees to telephone Contractor's Helpline through a toll free 800 number and to have access to Contractor's electronic support facilities. Support might entail explanation of functions and features, clarification of documentation, guidance in the operation of the software and may serve as the first means of contact for problem diagnosis.
2. **Problem Diagnosis:** For so long as the County remains current on all required maintenance payments, as part of its maintenance and support obligations, Contractor will provide problem diagnosis for the software and will provide corrections for any identified problems. Upon receipt of notice from the County of nonconformance between the Software and documentation, Contractor shall correct the problem in accordance with this Amendment 3. Any corrections to the Software will be made to all supported versions or releases of the

Software, if necessary. Contractor will perform these services in a timely manner consistent with the urgency of the situation. The following general guidelines will be followed:

- a) **Priority 0 Deficiency:** Means a Critical System Down or Imminently Down status whereby a supported version of the Software is currently suffering from a deficiency resulting in a critical System failure or where the supported version of the Software is currently suffering from a deficiency that will result in a critical system failure before the next service pack release. A critical system failure is defined as anything that causes:
- i) A critical process to be inoperable;
 - ii) A critical calculation to be incorrect;
 - iii) Data to be corrupted by the system;
 - iv) A critical output to be displayed incorrectly.

Based on the gravity of the problem, Contractor and the County acknowledge and agree that each Party is required to immediately allocate the necessary resources on a continuing basis until the problem is resolved. Contractor will evaluate the problem within one (1) business day of the telephone call from the County notifying Contractor of the problem and an estimate of the resolution timeframe will be provided to the County via Contractor's Support resources when determined. Contractor's Development resources will be assigned immediately by Contractor to fix and provide a patch release as soon as possible.

- b) **Priority 1 Deficiency:** Means a situation status whereby a supported version of the Software is suffering from a deficiency which is resulting in a System failure ("System Down or Imminently Down") for which:
- i) The solution can wait for inclusion in a service pack release;
 - ii) Requiring the County to upgrade to the next enhancement release is unreasonable
 - iii) A workaround does not exist.

Unless otherwise agreed to between the Parties, Contractor will evaluate the System Down problem within two (2) business days of receipt of notice from the County and schedule the delivery date/service pack version number within five (5) business days. The schedule date will be provided to the County via Contractor Support resources. Contractor's Support resources will work with the County to determine a mutually acceptable delivery timeframe.

- c) **Priority 2 Deficiency:** Means an under development version of the Software needs to be modified to accommodate a request that cannot wait for release in a future version of the Software (an "Unplanned Deliverable"), but for which the luxury of scheduling exists:
- i) Software deficiency corrections where the current workaround is unduly cumbersome;
 - ii) Software deficiency corrections where failure to correct the issue before the next enhancement release will result in a Priority 1 situation.

The County's request for an Unplanned Deliverable will be evaluated by Contractor and scheduled into the current development cycle within ten (10) business days. If for timing issues it is not possible to schedule the Unplanned Deliverable modification into the current development cycle, the County will be notified into which release it has been scheduled. The County will be required to upgrade to the upcoming enhancement release in order to receive Unplanned Deliverable modification.

- d) **Priority 3:** Means a Software enhancement or fix where the luxury of planning and scheduling exists ("Planned Delivery"). In such an event, the County's request will be evaluated by Contractor and either scheduled into a future Software release or rejected

within sixty (60) days of receipt of the request. The County will be required to upgrade the version of the County's Software in order to receive a Planned Delivery modification

3. **Maintenance Services:** Maintenance entitles The County to have access to Contractor's electronic support facilities and to receive all error correction releases and/or performance enhancement releases of the software not separately marketed by Contractor. The license granted to the County under Amendment 3 shall extend to each update, correction and enhancement release received from Contractor. Contractor shall use commercially reasonable efforts to modify any version of the Software to run with new versions or releases of the operating system software or hardware indicated in the Statement of Work. If the County purchases Maintenance for any program for use on hardware or in a network not specified in the Statement of Work, the County must purchase Maintenance from Contractor for all functionally related software licensed from Contractor for use on such hardware or network.
4. **Replacement Copies:** If the County's copy of the Software is lost or destroyed, Contractor will provide the County with a one-time replacement copy. Subsequent lost or destroyed Software will be replaced at a nominal fee. This provision will not apply if the lost or destroyed copy is an older release of the Software not covered by Support.
5. **Exclusions:** Contractor shall have no obligation to Support or Maintain the Software if used on any computer system other than the hardware and operating system software identified in the Statement of Work, or if the County modifies the Software or data generated by the Software other than as provided in the Documentation.
6. **Enhanced Support Services:** Services additional to the Basic Support specified above ("Extended Support") will be offered to the County as service upgrade options at the then prevailing rates set by Contractor for such options. The service upgrade options, if any, chosen by the County will be specified in separate attached to this Exhibit B, at the fees specified therein. No compensation for enhanced support services will be paid without prior written authorization from the County.
7. **Other Contractor Services:** Subject to an order for additional services to this agreement executed by both parties, Contractor may provide, on reasonable notice and subject to availability of qualified personnel, such other consulting, training and professional services, at the County's request. Such services will be provided on a time and materials basis with any applicable out-of-pocket costs for travel and lodging reimbursable at the County's expense, unless mutually agreed otherwise by the Parties.

Exhibit B 2004, Section 5 – Software Warranty. This new Section is added :

Contractor warrants that Standard Software licensed to the County will operate substantially in conformance with the Documentation for such Standard Software for a period of one (1) year from either the date of execution of this Amendment 3 or completion of the testing phase more particularly described in the Statement of Work, whichever shall occur first.

Contractor warrants that the media on which the Standard Software is delivered will be free of defects in material and workmanship for a period of ninety (90) calendar days following the date of shipment.

The County's remedy for breach of either of the foregoing warranties shall be replacement of the Standard Software. Such a remedy is available only if Contractor is notified within the applicable Warranty Period set out herein and is provided a reasonable opportunity to cure such breach.

EXCEPT AS PROVIDED IN SECTION 2.14.18 NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PROGRAM, DOCUMENTATION OR SERVICES TO BE SUPPLIED BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Exhibit B 2004, Section 4 - Schedule "A" - License Specifications. System specifications are as stated in Exhibit A 2004, Statement of Work.

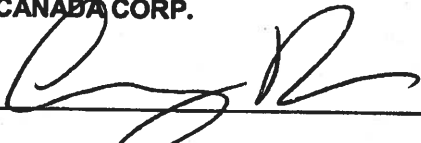
Exhibit B 2004, Section 4 - Schedule "B" - Computer Software Products. This Schedule is modified by adding the following:

A. Contractor Software Products (200 authorized concurrent users): Cayenta Financials Version 7 Upgrade program

B. Third Party Products: This section is not applicable to CF v7 Upgrade.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 3 to be duly executed as of the date set forth above.

CAYENTA CANADA CORP.

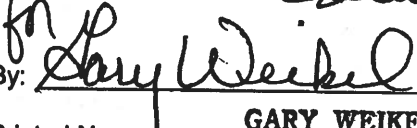
By: 

Printed Name: Craig Ross

Title: President

Date: December 9, 2004

SNOHOMISH COUNTY *Executive*

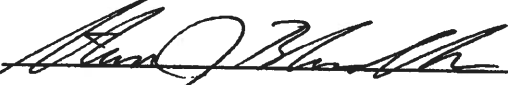
By: 

Printed Name: GARY WEIKEL
Deputy Executive

Title: Snohomish County Executive

Date: January 19, 2005

APPROVED AS TO FORM:

By: 

Printed Name: Steven J. Bladek for Carol Weikel

Title: Prosecuting Attorney

Date: 12/10/04

**AMENDMENT 4 TO INTEGRATED FINANCIAL MANAGEMENT
SYSTEM CONTRACT: CONTRACT EXTENSION FOR ONGOING
MAINTENANCE AND SUPPORT**

THIS AMENDMENT 4 TO INTEGRATED FINANCIAL MANAGEMENT SYSTEM CONTRACT: CONTRACT EXTENSION FOR ONGOING MAINTENANCE AND SUPPORT ("Amendment 4") is entered into as of this 13th day of APRIL, 2011, by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Cayenta Canada Inc, a division of N. Harris Computer Corporation a Canadian corporation located at 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada K2E 8C4, duly registered and authorized to conduct business in Washington State (the "Contractor"), formerly SFG Technologies (U.S.) Inc. ("SFG").

RECITALS

- A. Whereas, the County and SFG are the parties to that certain Agreement executed on February 20, 1996, entitled "Contract Snohomish County & SFG Technologies (U.S.) Inc. Integrated Financial Management System, February 1996" (the "Agreement"); and
- B. Whereas, on March 28, 1996, the parties executed a first amendment entitled "Addendum."; and;
- C. Whereas, on May 11, 2000, the parties executed a second amendment entitled "Amendment 1; and."
- D. Whereas, on January 15, 2005, the parties executed a third amendment entitled "Amendment 3 to the Integrated Financial Management System Contract, Cayenta Financials Version 7 Upgrade" ("Amendment 3"); and
- E. Whereas, the County desires to continue receiving "Support Services" from the Contractor, and "Firm Fix" the price for receiving those Support Services, therefore the parties desire to enter into this Amendment 4.

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 the Contractor agree as follows:

1. Incorporation of Agreement

All of the terms and conditions of the Agreement, Addendum, Amendment 1, and Amendment 3, including the exhibits thereto, are incorporated herein by this reference; PROVIDED that if there should be a conflict between any of the terms and conditions contained in the Agreement, Addendum, Amendment 1, and/ or Amendment 3 and any of the terms and conditions expressly set forth in this

Amendment 4, the terms and conditions expressly set forth in this Amendment 4 shall control.

2. Section 2.14.3 of the Agreement "Term of Agreement" is amended by adding the following paragraph:

Amendment 4 shall become effective upon execution by both parties and shall continue on an annual basis. The Term of Amendment 4 shall automatically renew on the contract effective dates unless terminated in accordance with the provisions of the Agreement, Sections 2.14.15, 2.14.16 and Section 2.14.16(a).

3. Section 2.14.16 of the Agreement is amended to add a new section:

Section 2.14.16(a) Termination for Non-Appropriation. In the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County may terminate the Agreement as a matter of public convenience as provided herein. The County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, provided the County provides the Contractor written notice prior to the end of the current fiscal period that non-allocation of funds is probable and provides a Notice of Termination within fourteen (14) days after the end of the fiscal period.

4. Section 2.14.43 "Exhibit B Contractor Software License and Support" is amended to add the following Exhibit:

Exhibit B 2004. Contractor Software License and Support

5. Section 2.14.44 of the Agreement "Entire Agreement" is amended to read in its entirety as follows:

In the event of any conflict requiring interpretation between the Agreement, Addendum, Amendment 1, Amendment 3, or Amendment 4, the precedence of documents shall be:

- a. The provisions of Amendment 4 shall control over the provisions of the Agreement
- b. The provisions of the Agreement shall control over the provisions of the Addendum, Amendment 1, and Amendment 3.

6. Exhibit B: Section 3: Software Services – Term and Payment of the Agreement, as amended by Amendment 3, is herein amended to read in its entirety:

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, but will not exceed eight (8) renewal 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 software support services on an annual basis at Contractor's then current support rates. The County's current support fees are \$122,774.60 plus applicable Washington State Sales Tax.

Contractor will "Firm-Fix" the annual increase of the Support Service Fee at two percent (2%) for the next three (3) years (2012 through 2014) and thereafter (years 2015 through 2019) Support Service Fees shall not increase by more than three percent (3%) from the previous year. For Third Party Software (non-Cayenta proprietary software), the Contractor agrees to notify the County at least sixty (60) days prior to the Support Service renewal date of any intended change in Third Party Software Fees that increases the Support Services Fees over and above the rate increase contemplated in this section. Any increases, including Third Party Software Fees, above the percentage set forth herein, must be negotiated to the mutual satisfaction of the parties. No rate increase above the percentages set forth in this section shall be implemented unless and until the parties agree in writing to such an increase.

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

7. Section 2.14.45 of the Agreement is created to add a new section as follows:

Non-discrimination. The Contractor shall comply with the Snohomish County Human Rights Ordinance, chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

8. Except as expressly provided in Amendment 4, all of the terms and conditions of the Agreement, Addendum, Amendment 1, and Amendment 2 are ratified and affirmed and remain in full force and effect.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

9. This Amendment 4 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. Signatures may be exchanged by facsimile with the same effect as if original signatures were exchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 4 to be duly executed as of the date set forth above.

CAYENTA CANADA INC.

By: [Signature]
Printed Name: Nigel Richardson
Vice President, Support Services
Date: March 4/2011

SNOHOMISH COUNTY

By: [Signature]
Aaron Reardon
Snohomish County Executive
Date: 4/14/11 **GARY HAAKENSEN**
Deputy County Executive

RECOMMENDED FOR APPROVAL

By: [Signature]
Larry Calter
Director, Department of Information Services
Date: MAR 21 2011

APPROVED AS TO FORM ONLY:

By: [Signature]
Deputy Prosecuting Attorney
Date: 3/1/11

COUNCIL USE ONLY	
Approved:	<u>4.13.11</u>
Docfile:	<u>D-5</u>

**AMENDMENT 5 TO INTEGRATED FINANCIAL MANAGEMENT
SYSTEM CONTRACT: EPAYABLES IMPLEMENTATION**

This Amendment 5 to the "Master Contract for the Integrated Financial Management System" dated February 20, 1996, as amended by Amendment One dated March 28, 1996, and amended by Amendment Two dated May 11, 2000, and amended by Amendment 3 dated January 15, 2005, and Amendment 4 dated April 14, 2011 (together, "Master Contract") by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Cayenta Canada Inc, a division of N. Harris Computer Corporation a Canadian corporation located at 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada K2E 8C4, duly registered and authorized to conduct business in Washington State (the "Contractor"), formerly SFG Technologies (U.S.) Inc. ("SFG").

RECITALS

- A. Whereas, the County has for some time been using Cayenta software (the "Cayenta software") as its financial system. .
- B. Whereas, the Contractor will manufacture ePayable software compatible with the current Cayenta software; and
- C. Whereas, the ePayable software will allow the County finance department to produce account payable record extracts for electronic transfer to the County's financial institution for certain account payable transactions; and
- D. Whereas, this would enable account payable transactions to work in a similar fashion as direct deposit currently does for payroll warrants (via electronic transfer); and
- E. Whereas, it is anticipated that this new electronic method for accounts payables will result in significant savings for the County in reduced processing and bank fees; and
- F. Whereas, the County now desires to purchase from the Contractor, and the Contractor is willing to sell to the County, the ePayable Software together with certain consulting services related to the initial installation, configuration and implementation of the ePayable Software, all as more fully described and under the terms and conditions contained in this Amendment 5.

AGREEMENT

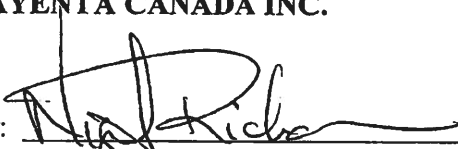
NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The Master Agreement is amended to include Schedule A, ePayable Implementation Statement of Work, attached hereto.

2. The County agrees to pay a total of eight thousand seven hundred fifty dollars (\$8,750.00) plus applicable Washington State Sales Tax for the Cayenta ePayable software and implementation services provided pursuant to Amendment 5. Payment shall be made in accordance with Section 4 of Schedule A, ePayables Implementation Statement of Work.
3. All of the terms and conditions of the Master Agreement are incorporated herein by this reference; PROVIDED that if there should be a conflict between any of the terms and conditions contained in the Master Contract and any of the terms and conditions set forth in Amendment 5, the terms and conditions expressly set forth in this Amendment 5 shall control.
4. Except as expressly provided in Amendment 5, all of the terms and conditions of the Master Contract are ratified and affirmed and remain in full force and effect.
5. Amendment 5 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. Signatures may be exchanged by facsimile with the same effect as if original signatures were exchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 5 to be duly executed as of the date set forth above.

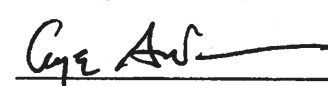
CAYENTA CANADA INC.

By: 
Nigel Richardson
Vice President, Support Services
Date: Feb 13/2012

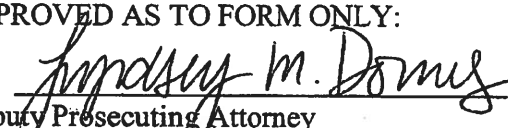
SNOHOMISH COUNTY

By:  **GARY HAAKENSEN**
for: Aaron Reardon Deputy County Executive
Snohomish County Executive
Date: 2/22/12

RECOMMENDED FOR APPROVAL

By: 
Director, Department of Information Services
Date: 2/22/12

APPROVED AS TO FORM ONLY:

By: 
Deputy Prosecuting Attorney
Date: 2/10/12

SCHEDULE A



A division of N. Harris Computer Corporation

ePAYABLE IMPLEMENTATION

**Statement of Work (WO 11-215) for
Snohomish County**

TABLE OF CONTENTS

SECTION 1. DOCUMENT CONTROL	2
1.1 SIGN-OFF CONTROL	2
<i>Document Change Tracking</i>	<i>2</i>
<i>Sign-off Control – Cayenta</i>	<i>2</i>
<i>Sign-off Control – Snohomish County</i>	<i>2</i>
SECTION 2. EXECUTIVE SUMMARY	3
SECTION 3. IMPLEMENTATION	5
3.1 BUSINESS REQUIREMENTS	5
3.2 PROJECT PHASES	5
STEP 1: CONSTRUCTION.....	5
STEP 2: TRAINING AND TESTING.....	6
STEP 3: ACCEPTANCE AND CUT-OVER	ERROR! BOOKMARK NOT DEFINED.
3.4 TECHNICAL REQUIREMENTS	9
3.5 ONGOING STANDARD SUPPORT.....	9
SECTION 4. EPAYABLE MODIFICATION COSTS	11
SECTION 5. PLAN AND SCHEDULE	12
SECTION 6. SUPPLEMENTAL SERVICES	13

Section 1. Document Control**1.1 Sign-off Control****DOCUMENT CHANGE TRACKING**

Provide name, date of changes and document Filename/version:

Name	Date	Filename/Version
Richard Goodfellow	Dec 3-th, 2011	Snohomish ePayables SOW @ Dec 30 2011 v1.0
David Hopkins	Feb 8th, 2012	Cayenta ePayables 20120208.doc

SIGN-OFF CONTROL – CAYENTA

Comments:

Name and Title: _____

Signature: _____ Date: _____

SIGN-OFF CONTROL – SNOHOMISH COUNTY

Comments:

Name and Title: _____

Signature: _____ Date: _____

Section 2. Executive Summary

The Objective of this project is to implement an option to produce a record extract to accommodate electronic transfer to the County's financial institution (Bank of America) for certain account payable transactions. This would enable account payable transactions to work in a similar fashion as direct deposit currently does for payroll warrants (via electronic transfer). This represents a significant opportunity for increased revenue and expenditure reductions for the County.

Cayenta's objective is to provide tools and services to assist Snohomish County hereinafter referred to as COUNTY) in the creation of this record extraction into a file ready for electronic transfer and supporting reporting to reconcile. Cayenta proposes to begin this work in **April, 2012** for a go live date in **June 2012**. *(Dates are tentative and may need to be revised at contract amendment approval)*

The proposed system provides the ability to:

- Create an e-payable pay type option on the Cayenta AP vendor master file
- Modify the AP warrants processing process to identify whether the payment for a vendor is an e-payable type
- Create a new bank transmission file with e-payable types (similar to the Direct Deposit ap125 file)
- Provide an option in the warrant process to only select e-payable type vendors
- Provide E-payable warrants with a separate and unique numbering scheme (like the Direct Deposit option) and be included in the transmission file.
- Provide E-payable warrants with a separate notification file (similar to the Direct Deposit ap566 file) with:
 - Vendor contact information
 - Invoices paid
 - Dollar amounts
- Modify the pre-warrant writing report and warrant register to show totals for all e-payable vendors

Cayenta will provide off-site project management services, consulting services, and technical services to assist the COUNTY. The activities and fees as detailed in this Statement of Work will not be modified without prior written approval of a mutually agreed upon change in the scope of work.

While this is not a large module or system implementation, Cayenta will follow steps similar to a project methodology to install and bring the ePayable into "live" operation. This methodology would include the following steps:

- Step 1. Construction
- Step 2. Training and Testing
- Step 3. Acceptance and Cut-Over

Cayenta and the COUNTY's respective involvement and responsibilities related to the project are defined in this Statement of Work and in the Constraints and Assumptions sections set out

below each phase.

The work and fees as detailed in this Statement of Work are on a Fixed Price basis. If a change to the scope of work has been determined, then the Cayenta Project Manager will prepare a Scope Change document that is signed by authorized officers on behalf of both parties and becomes an addendum to this Statement of Work. Sign off on a Scope Change must be made before the work can begin. All dollars in this Statement of Work are quoted in United States currency.

Section 3. Implementation

3.1 Business Requirements

In a similar fashion to payroll direct deposit, Snohomish County has the need to process certain accounts payable invoices electronically directly through its financial institution.

Modifications to the accounts payable module to facilitate the following requirements:

- Modification of appropriate NACHA-formatted file (reference: NACHA-Formatted Entry Detail Report, Technical Guide, Bank of America, November 2005) records (file header record, batch header record, entry detail record, addenda record, batch control record, and file control record). This should conform to the CCD+ format.
- Modification of associate Cayenta AP modules for:
 - Pre-cheque Report – show totals for ePayable
 - Cheque Register – show totals for ePayable
- Creation of bank transmission file for ePayable (with above formatted records)
- Creation of notification file for ePayable
 - Vendor contact information (fax #, email, vendor #, name, address, contact, phone)
 - Invoices paid (invoice number, invoice date, invoice description, individual invoice dollar amounts)
 - Dollar amounts (detail line by line and totaled sum)
 - Direct Deposit Date

3.2 Project Phases

Step 1: Construction

Purpose

The purpose of this step is to confirm the design and specifications of modification and programming needed, execute programming changes, and test programming is functional and complete. Associated documentation changes will be provided as well as instructions to install, configure, and utilized.

Deliverables

Cayenta will provide the following deliverables as part of Construction:

- Date of shipment of the software.
- Code upgrades
- Documentation updates

The COUNTY will deliver the following as part of this phase:

- Data Base Refresh from PROD to TEST to be completed by the COUNTY. The TEST database first needs to be brought to the same patch level as PROD.

- Confirmation of a functioning TEST environment.
- Update of Cayenta environment to acceptable version levels (i.e. Cayenta v7.5.35 and Oracle 11gR1)

Constraints and Assumptions

1. It is the responsibility of the COUNTY to provide a working hardware platform with sufficient capacity and proper software versions (as noted above). The hardware must be connected to any required network interfaces to provide user access to printing and terminal facilities in at least one training location.
2. All Unix Servers, or NT Servers (if applicable), must be installed and operational.
3. The COUNTY participates with Cayenta in the hardware review process for the purposes of augmenting knowledge transfer.
4. The COUNTY will order hardware required in a timely manner in order to keep the project on track with the mutually agreed upon project plan.
5. The COUNTY will provide remote connectivity (via the Internet) on an ad-hoc basis, when requested by Cayenta, without the use of any access method that would be incompatible with Cayenta's existing support infrastructure (i.e. COUNTY's VPN or proprietary hardware).
6. The modified functionality will be delivered in the latest CF Applications version (at the time the work is scheduled). The County will need to upgrade to the latest CF version in order to take advantage of this functionality.
7. Associated documents (attached):
 - 7.1. newAPpaytype.doc
 - 7.2. CCD+ Addendum Fields.xlsx
8. Cayenta Development scheduling
 - Each month, all 'signed' Work Orders rec'd prior to or on the 3rd Thursday of the month are passed to Development for review and possible inclusion in the following months Development contract.
 - In most cases the work is scheduled into the following months Development contract, but depending on the volume of work it is possible that space may not be available until the following month.
 - Development will update your Customer Relationship manager after their meeting (on the 4th Thursday of the month), and he will communicate the information back to the County.

Step 2: Training and Testing

Purpose

The purpose of the Training and Testing is to test that Cayenta's ePayable modifications functionality will meet the business requirements as defined within the scope of this project and train the COUNTY focus group on the functional and technical aspects of the ePayable. A Cayenta Developer will lead software configuration sessions involving appropriate COUNTY business experts and together they will determine and implement the modifications. Snohomish

County business users (Finance) will test functionality utilizing a sample of test vendors as ePayable pay types.

Testing

Two test phases will take place to ensure the system's quality:

- **Alpha Test**

Cayenta developers and tester will verify that the software functions and the configuration based on the COUNTY's business scenarios are functioning as expected before delivery of the modules to the COUNTY.

- **Beta Test**

Upon delivery and installation of the modifications to Cayenta Accounts Payables modules and reports for ePayable, Snohomish County will verify that the software functions and the configuration based on the COUNTY's business scenarios are functioning as expected. Snohomish County will document test results, confirm expected results and fine-tune the configuration as needed.

Training

Cayenta Developer(s) will work with the COUNTY to ensure the ePayable operational process knowledge is passed to the COUNTY ePayable users.

Note: Cayenta will deliver the generic ePayable training and help material. Any COUNTY - specific customizations to this material will be the responsibility of the COUNTY.

The COUNTY Business Analysts will assist COUNTY Financial testers with their customized training scenarios and perform the end user training activities. The COUNTY DBA and Engineering staff will provide assistance as required during this task.

Deliverables

Cayenta will provide the following deliverables:

- Cayenta to provide documentation of test results of alpha test
- Functional training to the ePayable core team members from the COUNTY's Finance Department (electronic transfer of documentation and/or help file material).
- Technical training (knowledge transfer) as needed to COUNTY Business Analyst.

The COUNTY will provide the following deliverables as part of the Phase:

- The COUNTY will create test scripts for the beta test approval.
- Staff from the Finance Department and IT team members for testing and initial training.
- Execution of the entire scope of the beta test within the timelines planned in the project plan, documentation of the results and communication of the defects found to Cayenta
- Sign off on test completion.

Constraints and Assumptions

1. The purpose of the Testing Phase is to make sure that the COUNTY data has successfully received the appropriate ePayable functionality and the system performs as expected.

2. Cayenta Application Consultants will support the COUNTY in developing the detailed test plan based on the COUNTY specific needs to ensure that Cayenta's software testing knowledge is passed to the COUNTY team that will be carrying out the testing.
3. The COUNTY Business Analysts will assist COUNTY financial testers in developing testing scenarios and perform the testing activities. The COUNTY DBA and Engineering staff will provide assistance as required during this task.
4. A weekly review with the Testing team will be performed to ensure the testing is progressing as planned and that all issues identified during this phase are properly managed.
5. Cayenta and the COUNTY will provide qualified resources that shall be responsible for meeting the mutually agreed upon project schedule and milestones.
6. COUNTY's Information Technology personnel must be available to maintain the test environment. The implementation phase may require the COUNTY to perform periodic refreshments of all the accounts payable data, as described during the product installation training.
7. If needed, the COUNTY provides the training facility for both Cayenta and COUNTY delivered training. The COUNTY will be responsible for providing and coordinating the physical facilities required for the project team workroom.
8. If needed, the COUNTY will provide remote connectivity (via the Internet) on an ad-hoc basis, when requested by Cayenta, without the use of any access method that would be incompatible with Cayenta's existing support infrastructure (i.e. COUNTY's VPN or proprietary hardware).

Data Conversion

There are no data conversion requirements. Identification of ePayable vendors will be on a go-forward basis by County financial users of the system.

Purpose

The purpose of the Acceptance and Cut-Over is to confirm functionality prior to moving into production. During the Cut-Over to production section, the COUNTY will install the remaining software into the production environment and perform the required conversions.

The COUNTY will provide confirmation of acceptance.

Working with the COUNTY Team, the Cayenta Developer will develop a plan for moving the ePayable modifications into the production environment.

Deliverables

Cayenta will provide the following deliverables as part of the Acceptance and Cut-Over:

- Cut-Over Planning Assistance and Support to produce Cut-Over Plan
- ePayable modifications running in Production environment

The COUNTY will provide the following deliverables as part of the Acceptance and Cut-Over Phase:

- Work with Cayenta and develop a Cut-Over Plan Document
- Technical staffing to assist Cayenta in the software installation and ensure the ePayable modifications are running in Production environment

Constraints and Assumptions

1. Hardware and technical prerequisites will be put in place prior to cutover to Production by the COUNTY, in order to facilitate the installation of the ePayable modifications.
2. If needed, the COUNTY will provide remote connectivity (via the Internet) on an ad-hoc basis, when requested by Cayenta, without the use of any access method that would be incompatible with Cayenta's existing support infrastructure (i.e. COUNTY's VPN or proprietary hardware). The assumption is COUNTY information services staff will be able to install all modifications with instructions and remote assistance from CAYENTA.

3.4 Technical Requirements

Hardware Installation

- The COUNTY will provide the network infrastructure required to support connectivity between the COUNTY's server environment and the COUNTY's desktop environment.

Desktop Installation

- The COUNTY will provide and support the required workstations, printers, and general desktop computing environment.

3.5 Ongoing standard support

The consultant assigned to the project will provide Support and Maintenance up through the end of the transition period. At that point, Standard Support will begin.

Standard Support is provided via the Cayenta Helpdesk. The different methods of communication are: a) toll free 1-800 number; b) email; c) Web-based self-service portal.

The Cayenta Helpdesk is open 6am to 5pm PST Mon - Fri except for Christmas Day, New Year's Day, and Labor Day.

Standard Support includes assistance for:

- 1) Error messages received during normal use of the ePayable modifications or incorporated third party software.
- 2) Issues when software does not perform as stated in the documentation.
- 3) Clarification on any issued software documentation such as User Guide, Fix Bulletins, Software installation instructions, etc.

- 4) Procedural questions related to the use of the repayable modifications module.
- 5) Questions regarding status of Software Advisory Notices or outstanding Helpdesk cases.
- 6) Information on the ePayable compatibility with versions of Operating System Software, Database Software, COUNTY Software, etc.
- 7) Help with production system software installation/upgrades provided that the customer contact has received training specific to the type of upgrade being done.

Section 4. ePayable Modification Costs

The services listed below are on a Fixed Price basis for the defined scope of work. Quoted in United States currency.

1. Cayenta grants Snohomish County a perpetual non-exclusive, non-transferable license to utilize the ePayable module and Cayenta provide the Services to the Organization, all upon the terms and conditions set out in this Agreement.
2. Cayenta shall keep a copy of the source code for the Software (the "Source") with a third party escrow service provider selected by Cayenta from time to time (the "Escrow Agent") in accordance with the original contract escrow agreement.
3. Payment Terms: Net 30 upon receipt of invoice in accordance with the payment schedule and acceptance of the deliverables

Payment Schedule

Milestone	Milestone Amount	Plan Date (Estimated)
Delivery of ePayable modifications	\$ 4,375.00	May 30, 2012
Acceptance Testing Confirmed or 30 days after delivery of ePayable modifications (whichever comes first)	\$ 4,375	June 30, 2012

Section 5. Plan and Schedule

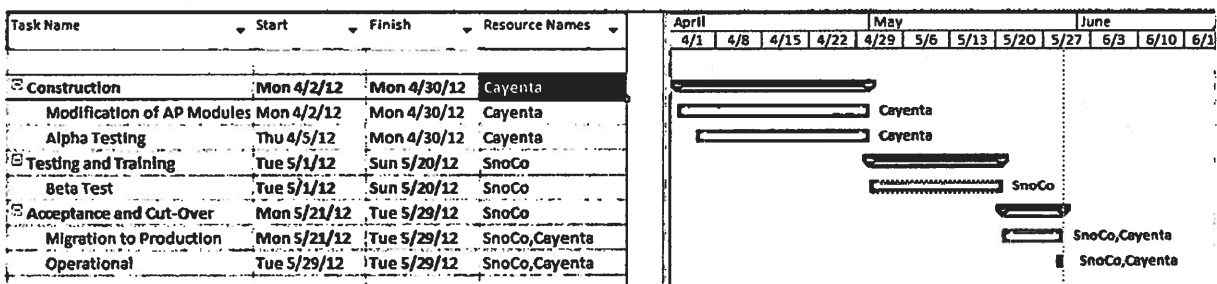
The development, testing, and final implementation have been planned for approximately 8 calendar weeks for the complete implementation of the ePayable modifications. The schedule below is tentative on the contract addendum approval date.

Note: Live Operation is defined as the first production use of all licensed programs together using live data within the licensee's normal business operations

Pre-work order tasks (outside scope of this work order):

- Snohomish County Cayenta and Oracle upgrades to latest version January 2012 through March 2012
- Cayenta Work Order approval (Snohomish County ECAF) January 2012 through March 2012

Work Order plan, April 1, 2012, through June 1, 2012 (pursuant to this work order):



Section 6. Supplemental Services

Supplemental Services will be made available at Cayenta's then current standard rates if the COUNTY requirements change or the scope of the project is altered. Cayenta reviews its rates annually effective January 1st of each year. Such increases will reflect the cost of retaining and attracting the core of expertise.

The COUNTY can request supplemental services through the project Change Control process.

Rates of as January 1, 2012:

Project Manager	\$180.00/hr USD
Technical Consultant	\$180.00/hr USD
Application Consultant	\$180.00/hr USD

Extended Support

Extended Support is available to Cayenta customers when software support is required outside of Cayenta business hours.

Extended Support Services can be arranged by contacting your Customer Relations Manager. At least 72 business hours' notice should be given to guarantee support staff availability.

Support for the requested time period will be provided by a Cayenta employee(s) equipped with a pager or cell phone. Cayenta employees providing the on-call service will have dial-in capabilities to the Cayenta Canada offices and, if possible, to the Customer's system.

There is a minimum charge of \$250 per day for any pre-arranged Extended Support Services, per Cayenta employee on call (carrying a pager or cell phone):

- For work performed in response to a pager/cell call, the rate of US\$200/hr will be charged for each hour or portion of an hour spent time by Cayenta staff on actual problem resolution.

Continuance

The above Project Services fees include project management, technical services and implementation assistance as described above. These are based on the assumption that the Live Operation dates for the products remain as specified in the Project Schedule section of this Statement of Work. In the event that the COUNTY unreasonably extends the project beyond these dates or requests work beyond the scope as specified in this Statement of Work, the COUNTY agrees that additional fees for Project Management and other required Implementation Assistance along with reimbursement for related travel and living expenses incurred may apply. These proposed fees would be mutually considered and agreed between Cayenta and the COUNTY.

**AMENDMENT NO. 6 TO INTEGRATED FINANCIAL MANAGEMENT
SYSTEM CONTRACT CAYENTA FINANCIALS/CAYENTA UTILITIES UPGRADE
TO V7.7.0.xx**

This Amendment No. 6 to the "Master Contract for the Integrated Financial Management System" dated February 20, 1996, as amended by Amendment One dated March 28, 1996, by Amendment Two dated May 11, 2000, by Amendment 3 dated January 15, 2005, by Amendment 4 dated April 14, 2011, and by Amendment 5 dated February 22, 2012, (together, "Master Contract") by and between Snohomish County, a political subdivision of the State of Washington (the "County") and N. Harris Computer Corporation (the "Contractor" or "Harris"), the successor in interest to Cayenta Canada Inc. N. Harris Computer Corporation is a Canadian corporation located at 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada K2E 8C4, formerly SFG Technologies (U.S.) Inc. ("SFG") and duly registered and authorized to conduct business in Washington State.

RECITALS

- A. Whereas, the County has for some time been using Cayenta software (the "Cayenta software") as its financial system; and
- B. Whereas, the Contractor will provide Professional services to assist the County in upgrading Cayenta Financial/Utilities software to version 7.7.0.xx, and provide training for the upgraded software; and
- C. Whereas, the upgrade will allow the County to take advantage of new features and provide management with various statistics to make critical decisions to manage funds and workloads; and
- D. Whereas, the County now desires to purchase from the Contractor, and the Contractor is willing to sell to the County, certain consulting services related to upgrading the Cayenta Financial/Utilities software to version 7.7.0.xx, all as more fully described and under the terms and conditions contained in this Amendment No. 6.

AGREEMENT

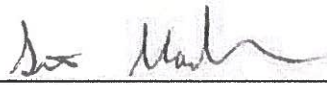
NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The Master Agreement is amended to include Schedule B, Cayenta Financials/Cayenta Utilities Upgrade to V7.7.0.xx Statement of Work, attached hereto and by this reference incorporated herein.

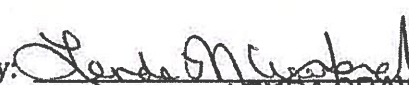
2. The County agrees to pay a total of Twenty Six Thousand, Six Hundred and Forty Dollars (\$26,640.00) plus applicable Washington State Sales Tax for the professional services provided pursuant to Amendment No. 6. Payment shall be made in accordance with Section 4 of Schedule B, Cayenta Financials/Cayenta Utilities Upgrade to V7.7.0.xx Statement of Work.
3. All of the terms and conditions of the Master Agreement are incorporated herein by this reference; PROVIDED that if there should be a conflict between any of the terms and conditions contained in the Master Contract and any of the terms and conditions set forth in Amendment No. 6, the terms and conditions expressly set forth in this Amendment No. 6 shall control.
4. Except as expressly provided in Amendment No. 6, all of the terms and conditions of the Master Contract are ratified and affirmed and remain in full force and effect.
5. Amendment No. 6 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. Signatures may be exchanged by facsimile with the same effect as if original signatures were exchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be duly executed as of the date set forth above.

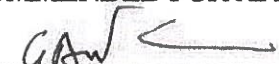
N. HARRIS COMPUTER CORP

By: 
Scott Mackendrick
Vice President, Services
Date: August 15, 2014

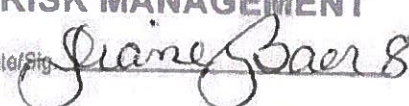
SNOHOMISH COUNTY

By: 
for John Lovick LEND A CRAWFORD
Snohomish County Executive Director
Date: 10/2/14

RECOMMENDED FOR APPROVAL

By: 
Director, Department of Information Services
Date: 8/18/14

**APPROVED BY
RISK MANAGEMENT**

Date/Sig:  8/19/14

APPROVED AS TO FORM ONLY:

By: Rebecca Mendling
Deputy Prosecuting Attorney
Date: 8/5/2014

RECOMMENDED FOR APPROVAL

By: Orane Baer
Risk Management
Date: 8/19/14

COUNCIL USE ONLY	
Approved:	<u>10-1-14</u>
Doc/fe:	<u>D-9</u>



A division of N. Harris Computer Corporation

Cayenta Financials/ Cayenta Utilities Upgrade to V7.7.0.xx

Statement of Work (WO 14-074, 14-076) for Snohomish County

TABLE OF CONTENTS

SECTION 1. DOCUMENT CONTROL	2
1.1 SIGN-OFF CONTROL.....	2
<i>Document Change Tracking</i>	<i>2</i>
<i>Sign-off Control – HARRIS.....</i>	<i>2</i>
<i>Sign-off Control – Snohomish County.....</i>	<i>2</i>
SECTION 2. EXECUTIVE SUMMARY	3
SECTION 3. IMPLEMENTATION	4
3.1 BUSINESS REQUIREMENTS	4
3.2 PROJECT PHASES	4
STEP 1: CONSTRUCTION.....	4
STEP 2: TRAINING AND TESTING	5
STEP 3: ACCEPTANCE AND CUT-OVER	7
3.4 TECHNICAL REQUIREMENTS.....	7
3.5 CAYENTA PROJECT MANAGEMENT METHODOLOGY	8
3.6 PROJECT TEAMS	8
3.7 ONGOING STANDARD SUPPORT	9
SECTION 4. SOFTWARE MODIFICATION COSTS	10
SECTION 5. PLAN AND SCHEDULE.....	12
SECTION 6. SUPPLEMENTAL SERVICES	13

Section 1. Document Control

1.1 Sign-off Control

DOCUMENT CHANGE TRACKING

Provide name, date of changes and document Filename/version:

Name	Date	Filename/Version

SIGN-OFF CONTROL – HARRIS

Comments:

Name and Title: _____

Signature: _____ Date: _____

SIGN-OFF CONTROL – SNOHOMISH COUNTY

Comments:

Name and Title: _____

Signature: _____ Date: _____

Section 2. Executive Summary

The Objective of this project is to upgrade Cayenta Financial/Utilities to Version 7.7.0.xx.

This would enable the County to be current on the software and take advantage of dashboard features of the new release, and provide management with various statistics to make critical decisions to manage funds and workloads and better manage resources. The upgrade is also compatible with IE 10, allowing the County to deploy IE 10.0 enterprise-wide.

HARRIS's objective is to provide professional technical and specific training services to assist Snohomish County (hereinafter referred to as COUNTY) in upgrading Cayenta Financial/Utilities software.

The proposed upgrade consists of the following:

- Create new caytest (Cayenta Test) environment using production files, update to V770 (Both Cayenta Utilities (CU) and Cayenta Financials (CF)).
- Create a new Version 770 cayprod (Cayenta Production) environment.
- Technical troubleshooting of reported issues.
- Provide Purchasing and Financial Inquiry Set up and Training.
- Provide Purchasing Entry, GL entry and Requisition Entry Training.
- CF Workflow Training and 2 work flow set up.
- Fixed Asset Conversion CO-1843
- Project Management specifically related to the items noted above.

HARRIS will provide off-site services to assist the COUNTY. The activities and fees as detailed in this Statement of Work will not be modified without prior written approval of a mutually agreed upon change in the scope of work.

While this is not a large system implementation, HARRIS will follow steps similar to a project methodology to upgrade into "live" operation. This methodology would include the following steps:

Step 1. Installing Upgrade in two environments.

Step 2. Training

Step 3. Acceptance and Cut-Over (technical)

HARRIS and the COUNTY's respective involvement and responsibilities related to the project are defined in this Statement of Work and in the Constraints and Assumptions sections set out below each phase.

The work and fees as detailed in this Statement of Work are on a Fixed Price basis. All dollars in this Statement of Work are quoted in United States currency.

Section 3. Implementation

3.1 Business Requirements

Snohomish County has a need to upgrade to V7.7.0.xx, the current release, and take advantage of the new features and enhancements it provides.

3.2 Project Phases

Step 1: Construction

Purpose

The purpose of this step is to upgrade Cayenta Financial/Utilities to V7.7.0.xx in caytest (Test environment) and later install it in cayprod (Production environment) after Snohomish County has accepted and confirmed the functional testing results. This also includes training of the new features.

Deliverables

HARRIS will provide the following deliverables as part of the upgrade:

- Upgrade software in caytest, cayprod environment
- Fixed Asset conversion in both environments (caytest and cayprod)
- Purchasing and Financial Inquiry Set Up and Training (up to 15 users)
- Purchasing Entry, GL Entry and Requisition Entry training (up to 15 users)
- CF Workflow Training and 1 work flow set up (up to 5 users)

The COUNTY will deliver the following as part of this phase:

- Data Base Refresh from PROD to Development (caytest) to be completed by the COUNTY.
- Functional Testing.
- Acceptance criteria for each deliverable - tested and verified.

HARRIS will perform all work directly on Snohomish County servers through standard access provided.

Constraints and Assumptions

1. The COUNTY shall provide a working hardware platform with sufficient capacity and proper software versions (as noted above). The hardware must be connected to any required network interfaces to provide user access to printing and terminal facilities in at least one

training location.

2. The COUNTY shall ensure that All Windows Servers, or NT Servers (if applicable), are installed and operational.
3. The COUNTY participates with HARRIS in the hardware review process for the purposes of augmenting knowledge transfer.
4. The COUNTY will order hardware required in a timely manner in order to keep the project on track with the mutually agreed upon project plan.
5. The COUNTY will provide remote connectivity (via the Internet) on an ad-hoc basis, when requested by HARRIS, without the use of any access method that would be incompatible with HARRIS's existing support infrastructure (i.e. COUNTY's VPN or proprietary hardware).
6. The modified functionality will be delivered in the latest Cayenta Financials Applications version (at the time the work is scheduled). The County will need to upgrade to the latest Cayenta Financials version in order to take advantage of this functionality.
7. Assumption is that no Actuate upgrade or third party integration work is required by HARRIS.

Step 2: Testing

Purpose

The purpose of Testing is to verify the functionality of the upgrade software. Snohomish County business users (Finance) will test functionality utilizing test environment.

Testing

- Software is functioning as expected. The County Business Analyst will document test results, confirm expected results and engage support as needed.

Training

HARRIS Application Consultants will work with the COUNTY to ensure operational process knowledge of the new features (as noted in the Statement of Work) is passed to the COUNTY users.

Note: HARRIS will deliver the new features training and related help material. Any COUNTY - specific customizations to this material will be the responsibility of the COUNTY.

The COUNTY Business Analysts will assist COUNTY Financial testers with their customized training scenarios and perform the end user training activities. The COUNTY DBA and Engineering staff will provide assistance as required during this task.

Deliverables

HARRIS will provide the following deliverables:

- New Features Functional training to the core team members from the COUNTY's Finance Department
- Technical training (knowledge transfer) as needed to COUNTY Business Analyst

The COUNTY will provide the following deliverables as part of the Testing Phase:

- The COUNTY will create test scripts for the test approval
- Staff from the Finance Department and IT team members for testing and initial training
- Documentation of the results and communication of the defects found to HARRIS
- Sign off on test completion

Constraints and Assumptions

1. The purpose of the Testing Phase is to make sure that the COUNTY has successfully received the appropriate functionality and the system performs as expected.
2. The COUNTY has chosen to submit issues (non-technical and not related specifically to new functionality, or Fixed Asset conversion, as noted in this SOW) to HARRIS Support. These issues will be reviewed and dealt with by HARRIS Support on a 'when-possible' basis which means the COUNTY will need to be flexible on their Go-Live date (as HARRIS Support is staffed to manage Production issues and not Upgrade issues).
3. The COUNTY Business Analysts will assist COUNTY financial testers in developing testing scenarios and performing the testing activities. The COUNTY Data Base Administrator and Engineering staff will provide assistance as required during this task.
4. HARRIS and the COUNTY will provide qualified resources that shall meet the mutually agreed upon technical and training schedules and milestones.
5. The COUNTY's Information Technology personnel must be available to maintain the test environment. The implementation phase may require the COUNTY to perform periodic refreshments of all the accounts payable data, as described during the product installation training. Additional HARRIS assistance with data refreshes will be managed through the Change Order process.
6. If needed, the COUNTY provides the training facility for both HARRIS and COUNTY delivered training. The COUNTY will be responsible for providing and coordinating the physical facilities required for the project team workroom.
7. If needed, the COUNTY will provide remote connectivity (via the Internet) on an ad-hoc basis, when requested by HARRIS, without the use of any access method that would be incompatible with HARRIS's existing support infrastructure (i.e. COUNTY's VPN or proprietary hardware).

Data Conversion

Data migrated from current version to new version for Fixed Asset Module as referred by Work order 14-076.

Step 3: Acceptance and Cut-Over**Purpose**

The purpose of the Acceptance and Cut-Over is to confirm functionality and acceptable performance level prior to moving into production. The performance must be better than what the County is experiencing currently on V7.5.0.36. During the Cut-Over to production section, HARRIS will install the upgrade software into the production environment and perform the required conversions.

The COUNTY will provide confirmation of acceptance.

Working with the COUNTY Team, HARRIS Technical Consultants will develop a plan for deploying the upgrade into the production environment.

Deliverables

HARRIS will provide the following deliverables as part of the Acceptance and Cut-Over:

- Cut-Over Planning Assistance and Support to produce Cut-Over Plan
- Upgrade Production environment

The COUNTY will provide the following deliverables as part of the Acceptance and Cut-Over Phase:

- Work with HARRIS and develop a Cut-Over Plan Document
- Technical staffing to assist HARRIS in the software installation and ensure the upgrade is running satisfactorily in Production environment

Constraints and Assumptions

1. Hardware and technical prerequisites will be put in place prior to cutover to Production by the COUNTY in order to facilitate the installation of the upgrade.
2. If needed, the COUNTY will provide remote connectivity (via the Internet) on an ad-hoc basis, when requested by HARRIS, without the use of any access method that would be incompatible with HARRIS's existing support infrastructure (i.e. COUNTY's VPN or proprietary hardware). The assumption is COUNTY information services staff will be able to install all modifications with instructions and remote assistance from HARRIS.

3.4 Technical Requirements

Hardware Installation

- The COUNTY will provide the network infrastructure required to support connectivity between the COUNTY's server environment and the COUNTY's desktop environment.

Desktop Installation

- The COUNTY will provide and support the required workstations, printers, and general desktop computing environment.

3.5 HARRIS Project Management Methodology

HARRIS will provide project management services for this engagement, specifically related to the technical work, training items as noted in this SOW and Fixed Assets conversion.

COUNTY will administer the Master work plan, and therefore HARRIS does not assume the COUNTY's responsibility for management of its obligations, or the management of other vendors and suppliers retained by the COUNTY.

HARRIS will assist the COUNTY Project Manager by scheduling HARRIS resources, providing advice and reporting at pre-defined intervals on the progress of HARRIS deliverables as documented in this Statement of Work.

3.6 Project Teams

The COUNTY Project Manager is responsible for the overall direction of the project. HARRIS will provide a Project Manager responsible for the planning and coordinating of all HARRIS deliverables described in this statement of work. Together, the Project Managers will develop a project plan that will outline the appropriate timeframe and milestones for this specific upgrade. The project managers will conduct regular progress reviews of the project and milestones with the COUNTY and HARRIS management.

Either party may request the removal of a project team member for reasonable cause or the other party will make every effort to remove the individual and replace him/her with another resource within a reasonable period of time. Staffing issues will be resolved between the Project Managers. HARRIS will make efforts to maintain a stable project staff for the life of the project and to minimize disruption to the Project Team.

The COUNTY is required to supply the following resources to the project team.

Project Manager

A project manager responsible for managing the overall direction of the project.

Business Analysts/Trainers

Business Analysts are COUNTY employees with sufficient experience and authority to fully participate in testing. Business Analysts are chosen to represent the business areas using the Cayenta Financials system.

HARRIS recommends that 1 Business Analyst be assigned to the project team on a full-time basis and that Business Analysts

representing other business areas be assigned to the project team on a part time basis to participate in the Business Process testing that directly affects their area.

Systems Analyst

The Systems Analyst participates in the batch testing, business process testing, data migration, and cut over planning. The Systems Analyst is responsible for implementing any software modifications that are delivered during the project. Once the system is in production, the Systems Analyst is responsible for implementing new modifications and new releases of the software. HARRIS recommends 1 Systems Analyst be assigned to the project for 25% of the project time.

The HARRIS Project Team will be comprised of the following team members:

Application Consultants

The Application Consultants are the application specialists who run the training and configuration sessions.

Technical Consultants

The Technical Consultants are the technical experts on HARRIS's software who perform the environment audit, the initial application installation, and knowledge transfer to the client and provide technical support.

Project Manager

The project manager is responsible for the planning and coordinating of all HARRIS deliverables described in this statement of work.

3.7 Ongoing standard support

HARRIS will provide Support and Maintenance once the upgraded system is in production at the COUNTY in accordance with the terms of the Master Contract.

Section 4. Upgrade Cayenta Financials/Cayenta Utilities to v7.7.0.xx Costs

The services listed below are on a Fixed Price basis for the defined scope of work, quoted in United States currency.

1. HARRIS shall provide the Services to the County, all upon the terms and conditions set out in this Agreement.
2. Payment Terms: Net 30 upon receipt of invoice in accordance with the payment schedule and acceptance of the deliverables.

Payment Schedule

Milestone	Plan Date (Estimated)	Milestone Amount
Create new caytest environment	TBD	\$ 2,960.00
Purchasing and Financial Inquiry Set Up and Training	TBD	\$3,700.00
Purchasing Entry, GL Entry and Requisition Entry Training	TBD	\$2,960.00
CF Workflow Training and 2 work flows set up	TBD	\$3,700.00
Fixed Asset Conversion (50% after caytest environment setup and 50% at project go-live)	TBD	\$4,440.00
Technical troubleshooting of reported issues (50% after caytest environment setup and 50% at project go-live)	TBD	\$2,220.00
Create new V7.7.0 cayprod environment for go Live	TBD	\$2,200.00
Project Management time specifically for fixed-price items noted in this SOW (50% after caytest environment setup and 50% at project go-live)	TBD	\$4,440.00
Project Total:		\$26,640.00

Note: Payment will be made at each milestone (or as otherwise noted above).

Note:

1. All license fees and related support and maintenance fees shall be billed upon signing of the Statement of Work.
2. Actual travel and living costs will be billed as incurred. HARRIS will make every effort to minimize travel and living expenses. All travel expenses shall be pre-approved by Snohomish County. Travel and living expenses include:
 - Airfare
 - Lodging

- Per Diem (HARRIS policy allows for \$60/day for week days (\$100 for weekends and holidays)
 - Ground Transportation (taxis, rental cars, fuel, tolls, parking)
3. HARRIS travel guidelines will be used by all HARRIS personnel traveling to the Snohomish site, unless specifically stated in this section of the Statement of Work.
 4. The actual number of trips (all work is planned to be done remotely for Snohomish County) required will be determined jointly by the project managers.

Section 5. Plan and Schedule

The development, testing, and final implementation have been planned by Snohomish County for approximately 6 calendar months for the complete implementation of the upgrade. The schedule below is tentative on the contract amendment approval date.

Note: Live Operation is defined as the first production use of all licensed programs together using live data within the licensee's normal business operations.

Milestone	Plan Date (Estimated)	Milestone Amount
Create new caytest environment	8/18/14	\$ 2,960.00
Purchasing and Financial Inquiry Set Up and Training	10/13/14	\$3,700.00
Purchasing Entry, GL Entry and Requisition Entry Training	10/13/14	\$2,960.00
CF Workflow Training and 2 work flows set up	10/13/14	\$3,700.00
Fixed Asset Conversion (50% after caytest environment setup and 50% at project go-live)	8/20/14	\$4,440.00
Technical troubleshooting of reported issues (50% after caytest environment setup and 50% at project go-live)	9/2/14	\$2,220.00
	9/8/15	
Create new V7.7.0 cayprod environment for go Live	9/2/14	\$2,200.00
Project Management time specifically for fixed-price items noted in this SOW (50% after caytest environment setup and 50% at project go-live)	9/2/14	\$4,440.00
	9/8/15	
Project Total:		\$26,640.00

Section 6. Supplemental Services

Supplemental Services will be made available at HARRIS's then current standard rates if the COUNTY requirements change or the scope of the project is altered. HARRIS reviews its rates annually effective January 1st of each year. Such increases will reflect the cost of retaining and attracting the core of expertise.

The COUNTY can request supplemental services through the project Change Control process.

Rates of as January 1, 2014:

Project Manager	\$185.00/hr USD
Technical Consultant	\$185.00/hr USD
Application Consultant	\$185.00/hr USD

Extended Support

Extended Support is available to HARRIS customers when software support is required outside of HARRIS business hours.

Extended Support Services can be arranged by contacting your Customer Relations Manager. At least 72 business hours' notice should be given to guarantee support staff availability.

Support for the requested time period will be provided by a HARRIS employee(s) equipped with a pager or cell phone. HARRIS employees providing the on-call service will have dial-in capabilities to HARRIS's offices and, if possible, to the Customer's system.

There is a minimum charge of \$250 per day for any pre-arranged Extended Support Services, per Cayenta employee on call (carrying a pager or cell phone):

- For work performed in response to a pager/cell call, the rate of US\$200/hr will be charged for each hour or portion of an hour spent time by Cayenta staff on actual problem resolution.

Continuance

The above Project Services fees include project management, technical services and implementation assistance as described above. In the event that the COUNTY unreasonably extends the project beyond these dates or requests work beyond the scope as specified in this Statement of Work, the COUNTY agrees that additional fees for Project Management and other required Implementation Assistance along with reimbursement for related travel and living expenses incurred may apply. These proposed fees would be mutually considered and agreed between Cayenta and the COUNTY.

**AMENDMENT NO. 7 TO INTEGRATED FINANCIAL MANAGEMENT
SYSTEM MASTER CONTRACT
CAYENTA OPTIMIZATION**

This Amendment No. 7 to the "Master Contract for the Integrated Financial Management System" dated February 20, 1996, as amended by Amendment One dated March 28, 1996, and amended by Amendment Two dated May 11, 2000, and amended by Amendment 3 dated January 15, 2005, Amendment 4 dated April 14, 2011, Amendment 5 dated February 22, 2012, and Amendment No. 6 dated August 10, 2014, (together, the "Master Contract") by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Cayenta Canada Inc., a division of N. Harris Computer Corporation a Canadian corporation located at 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada K2E 8C4, duly registered and authorized to conduct business in Washington State (the "Contractor"), formerly SFG Technologies (U.S.) Inc. ("SFG").

RECITALS

- A. Whereas, the County has used the Cayenta software (the "Cayenta software") as its financial system since implementation of the system in 1997; and
- B. Whereas, the County is seeking assistance from the Contractor to refine and optimize Cayenta system processes to improve system productivity and efficiency; and
- C. Whereas, the County now desires to purchase from the Contractor, and the Contractor is willing to provide to the County, certain services related to improving efficiency within the Cayenta system and associated interfaces and improving user experience, as more fully described and under the terms and conditions contained in this Amendment No. 7.

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 the Contractor agree as follows:

1. The Master Agreement is amended to include the Statement of Work for Cayenta Optimization, attached hereto, and by this reference incorporated herein.
2. Contractor agrees to continue to work to resolve all open Maintenance and Support ticket items as the milestone work in Phase 2 is implemented to ensure optimum performance of the system.
3. The County agrees to pay a total of Ten Thousand Four Hundred Dollars (\$10,400.00), for the professional services provided. Pursuant to Amendment No. 7, Payment for services shall be made in accordance with the Statement of Work for Cayenta Optimization, Table 2, Fee Schedule.

4. Optional training shall be provided on an as-needed basis, beginning upon execution of this Amendment No. 7 and continuing for two years. Training will be scheduled for subject matter to be mutually agreed upon between the Contractor and the County for up to fifty (50) hours per year at the rate of Two Hundred Dollars (\$200) per hour, not to exceed a two-year total of One Hundred (100) hours at a total cost of Twenty Thousand Dollars (\$20,000.00) for this Amendment No. 7. All training shall be offered remotely.
5. Total expenditure for services provided for this Amendment No. 7 shall not exceed Thirty Thousand Four Hundred Dollars (\$30,400.00).
6. All of the terms and conditions of the Master Agreement are incorporated herein by this reference; PROVIDED that if there should be a conflict between any of the terms and conditions contained in the Master Contract and any of the terms and conditions set forth in Amendment No. 7, the terms and conditions expressly set forth in this Amendment No. 7 shall control.
7. Except as expressly provided in Amendment No. 7, all of the terms and conditions of the Master Contract are ratified and affirmed and remain in full force and effect.

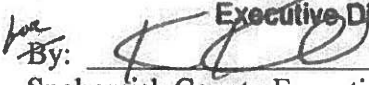
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be duly executed as of the date set forth above.

**CAYENTA, A DIVISION OF N.
HARRIS COMPUTER CORP.**

By: 
Scott MacKendrick
Vice President, Operations, Professional Services
Date: 2017-10-05

COUNCIL USE ONLY
Approved: <u>12.20.17</u>
Docfile: <u>D-5</u>

SNOHOMISH COUNTY

KEN KLEIN
Executive Director
By: 
Snohomish County Executive

Date: 12/21/17

RECOMMENDED FOR APPROVAL

By: 
Director, Department of Information Services
Date: 10/5/17

APPROVED AS TO FORM ONLY:

By: _____

Deputy Prosecuting Attorney

Date: Rebecca Wendling 11/13/2017

RECOMMENDED FOR APPROVAL

By: Oranney Baer
Risk Management
Date: 10/19/17



Statement of Work

To

Amendment No. 7 to the Master Agreement between Snohomish County (the "County") and Cayenta, a Division of Harris Computer Systems (the "Contractor")

Cayenta Optimization

This Statement of Work (SOW) is issued pursuant to the Software and Services Master Agreement between Snohomish County (the "County") and Cayenta, a division of Harris Computer Systems (the "Contractor"), effective this day of _____, 2017. This SOW is subject to the terms and conditions contained in the Master Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Master Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Master Agreement, the terms of the Master Agreement shall govern and prevail.

This Amendment No. 7 Statement of Work (hereinafter called the "SOW"), is entered into by and between the Contractor and the County, and is subject to the terms and conditions specified below.

Engagement Resources

Cayenta Resources		County Resources	
Name	Title	Name	Title
Kim Siller	Account Manager	Alan Jones	Project Manager

Scope of Work

Cayenta shall optimize system functionality to improve end user experience and system productivity. The tasks for this scope of work are described in Table 1, Added Functionality, below. These tasks were selected to create functionality that will provide improved usability and end user experience and productivity within Cayenta version Version 7.7.0.xx. Payments for milestone deliverables shall be as listed in Table 2, "Fee Schedule."



Deliverables

Table 1 Added Functionality

Milestone #	Ticket No.	Description	Cost	Due Date
1.	2012719, 2012717, 2012716 Jira CF-10298	a) Create the ability to export the Clearing DAC Report and Unclaimed Warrant Report into Excel. b) Create the ability to back out of the Check Reconciliation Screen in the Accounts Payable Module. c) Create the ability for the Cayenta User ID to appear on the Invoice Details Screen when drilling down levels within the Accounts Payable Module.	\$4,800.00	1/31/2018
2.	2014506 2018196, 2018176, CF-10681	Cayenta Financials Multi-Level Approvals (MLA) for Purchasing, GL, and Accounts Payable Modules: • Preparation - \$400 • Discovery/Scope Session to map out approval workflow - \$800 • Documentation of Recommendations - \$800 • Testing Support - \$2,000 • CF-10681 PO Digital Signature Template - \$1,600	\$5,600.00	1/31/2018
Total Milestone Payments:			\$10,400.00	

Cayenta Responsibilities

Cayenta shall:

- Assign adequate resources to complete the tasks listed in Table C-1 of this Statement of Work in order to meet the listed due dates.
- Submit invoices upon completion of Milestones for review, acceptance, and payment.

County Responsibilities

Snohomish County shall:

- Review and test new functionality and notify Cayenta of acceptance of completion of milestones in a timely manner.
- Review and process invoice payments for completed and accepted work in a timely manner.



Table 2 Fee Schedule

Milestone Tasks	Amount
Milestone 1. Ticket Numbers 2012719, 2012717, 2012716 Jira CF-10298	\$4,800.00
Milestone 2. Cayenta Financials Multi-Level Approvals (MLA)	\$5,600.00
Total for Milestone Tasks:	\$ \$10,400.00

Optional Training	Amount
Optional Training, Year 1, up to 50 hours at \$200 per hour as needed	\$10,000.00
Optional Training, Year 2, up to 50 hours at \$200 per hour as needed	\$10,000.00
Total for optional training over two years:	\$20,000.00

The total value for the Services pursuant to this SOW shall not exceed Thirty Thousand Four Hundred Dollars (\$30,400.00). Invoices for each milestone shall be submitted upon completion and acceptance of the work to dis.notices@snoco.org. All invoices shall reference the milestone number, where applicable, and shall include a description of the work performed. All fees shall be paid within thirty days of the Invoice receipt, so long as the work has been completed and accepted by Snohomish County.

Completion Criteria

Cayenta shall have fulfilled its obligations when any one of the following first occurs:

- Cayenta accomplishes the activities described within this SOW, including delivery to the County of the activities listed in the Section entitled "Deliverable Materials," and the County has accepted such activities without unreasonable objections. The County Project Manager shall notify Cayenta of acceptance of milestone completion in writing (email acceptable).

Assumptions

This work will need to be closely coordinated between the Contractor and the County Finance staff. The Contractor will continue working on ticketed maintenance and support items, per the Master Agreement, during the negotiation and approval process of Amendment No. 7, and as work is performed and completed on the milestone tasks referenced in this SOW.



Project Change Control Procedure

In the case that a change to this SOW is required, a Project Change Request (PCR) will be the vehicle for communicating change. The Change Request Procedure followed shall be as outlined in the Master Agreement, Exhibit A, Project Scope Report, Section 5.0 Project Administration, Subsection 5.4 Communications and Review Processes. Each project change request will be evaluated by Cayenta and Snohomish County for the purpose of determining the estimated effect on: cost; staffing; and the project schedule. As such, each project change request will clearly specify the:

- nature of the project modification, or change,
- resources affected in terms of staff, scheduling, or any other considerations; and
- necessary approvals prior to implementation of the modification, or change.

Optional Training

Contractor shall provide training on an as-needed basis over a two year period, beginning upon execution of Amendment No. 7 and this Statement of Work. All training subject matter shall be clearly defined and mutually agreed upon between the County and the Contractor, and approved by the Director of Information Technology prior to scheduling. Contractor (Cayenta) Work Orders shall be the vehicle for review and mutual agreement on training subject matter and criteria. Upon completion of each training work order, the Contractor shall submit an invoice, along with a copy of the approved Work Order, to dis.notices@snoco.org.

Optional training shall be limited to fifty (50) hours per year at the rate of \$200 per hour, for a maximum of Ten Thousand Dollars (\$10,000) per year. The maximum allowed training allowance included over the two year period shall be Twenty Thousand Dollars (\$20,000).

Optional Training Resources:

Authorized to Issue Training Work Orders	Authorized to Request Training
	Alan Jones, IT Manager Alan.jones@snoco.org
	425-388-7046

ECAF EXPANDED FISCAL IMPLICATION WORKSHEET

Amendment No. 7, Integrated Financial Management System Contract with N. Harris
Computer Corporation (Cayenta)

ECAF Title
Fund Name

DoIT Project Funds

Proposed Action's Impact on:

	2017	2018	2019	2020	2021	2022	Total na
Increase (Decrease) in FTEs							
Expenditure Increases							
1 Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
2 Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
3 Equipment/ Hardware							-
4 Personnel Services Contracts	\$ 10,400	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	30,400
5 Software							-
6 Travel Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
7 Rate Cost Table Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
8 Maintenance/Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
9 Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 10,400	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	30,400

Reductions in Expenditures/Proposal Savings (Please enter savings as a negative amount)

1 Professional Services				\$ -	\$ -	\$ -	-
Annual HMIS Software User							
2 Subscription Fee				\$ -	\$ -	\$ -	-
3 Sales Tax				\$ -	\$ -	\$ -	-
4				\$ -	\$ -	\$ -	-
Total Reductions in Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-

Revenues Increase (Decrease)

1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Increase (Decrease in Revenues)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-

Net Increase (Decrease) in
County Financial Resources

\$ (10,400)	\$ (10,000)	\$ (10,000)	\$ -	\$ -	\$ -	\$ (30,400)
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