

AMENDMENT 2 TO TECHNOLOGY SOLUTION CONTRACT FOR AN ENTERPRISE CONTENT MANAGEMENT SOLUTION

This Amendment 2 to the "Technology Solution Contract for an Enterprise Content Management Solution" executed on February 28, 2018, and amended on November 23, 2021, (the "Agreement"), by and between Snohomish County, a political subdivision of the State of Washington (the "County") and OpenText Inc., duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into on this 13th day of Dec., 2023.

RECITALS

WHEREAS, the County and OpenText Inc. are the parties to that certain Agreement executed on February 28, 2018, and amended on November 23, 2021, entitled "Technology Solution Contract for an Enterprise Content Management Solution (ECM)", and

WHEREAS, the Agreement incorporates the Washington State Department of Enterprise Services Master Contract No. 07814 executed on October 26, 2015; and

WHEREAS, the County and Contractor memorialized in writing via memorandum and email correspondence in November 2018 and December 2018, the mutual intent of the parties to the Agreement to accept the implementation as complete and change the annual renewal date to December 1; and

WHEREAS, the current term of the Agreement will expire November 30, 2024, and the County desires to continue receiving maintenance and support of the solution from OpenText Inc.; and

WHEREAS, OpenText has offered an additional two (2) year term through November 30, 2026 with fixed pricing under the terms and conditions described in this Amendment 2.

WHEREAS, the County desires to add functionality to the existing ECM by upgrading to Extended ECM and adding Intelligent Capture Enterprise to the existing platform beginning December 1, 2023; and

WHEREAS, the County published RFP-23-035BC to solicit proposals from qualified firms to provide and implement Extended ECM and Intelligent Capture Enterprise; and

WHEREAS, OpenText Inc. was selected by the Snohomish County evaluation committee as submitting the highest-ranking proposal to provide and implement Extended ECM and Intelligent Capture Enterprise; and

WHEREAS, the cost for professional services beginning February 1, 2024, to provide guidance to County staff in implementation of the additional functionality, and to acquire the

necessary licensing is Two Hundred Fifty-Four Thousand Eight Hundred Ninety-One Dollars and Thirty Cents (\$254,891.30), and

WHEREAS, the annual cost for annual maintenance and support for Extended ECM and Intelligent Capture Enterprise for the first three (3) years is Seventy-Five Thousand Four Hundred Sixty-Two Dollars and Ninety-One Cents (\$75,462.91).

NOW, THEREFORE, in consideration of the mutual obligations set out below, the parties agree that the Master Contract is amended as follows:

1. Schedule D – OpenText Flex Days Agreement is attached hereto and by this reference made a part of the Agreement.
2. Schedule A Section 1, Term, is deleted in its entirety and replaced with the following:
 - a. The term of the Technology Solution Contract as it relates to maintenance and support services only shall be execution to November 30, 2026; PROVIDED HOWEVER, that the County's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.
 - b. The term of the Technology Solution Contract as it relates only to upgrading the existing Enterprise Content Management Solution (ECM) to Extended ECM and the addition of Intelligent Capture Enterprise shall be February 1, 2024 through November 30, 2026. PROVIDED HOWEVER, that the County's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.
 - c. The County reserves the right to purchase additional products within the scope of this Technology Solution Contract, which will be appropriately documented by amendment, signed by authorized representatives of the parties and attached and incorporated into this Technology Solution Contract.
3. Schedule A Section 2, Price Schedule and Fees, is deleted in its entirety and replaced with the following:
 - a. The maximum amount payable from the execution date of the Agreement through November 30, 2026, shall not exceed \$694,238.95.
 - b. Total compensation payable to Contractor for products/services purchased from the effective date through 11/30/2021 shall not exceed \$304,895 plus applicable Washington State sales tax, without a mutually approved change order by both parties as described in the Project Change Control Procedures identified in Schedule B Statement of Work.

The Contractor's ECM software Quote No. 00476097 dated December 12, 2017 shall be attached and incorporated herein as Schedule C.

The Contractor's professional services estimate is set forth in the Statement of Work and shall be attached and incorporated herein as Schedule B.

A mutually agreed upon Statement of Work for services shall be created specifying tasks, acceptance criteria, timelines, and all other associated costs and shall be attached and incorporated herein as Schedule B.

- c. Total compensation payable to Contractor for professional services in accordance with Schedule D – OpenText Flex Days Agreement, shall not exceed One Hundred Forty-Two Thousand Four Hundred Dollars (\$142,400.00) plus applicable Washington State sales tax.
- d. Total compensation payable to Contractor for licenses for Extended ECM and Intelligent Capture Enterprise shall not exceed (\$112,491.30) plus applicable Washington State sales tax.
- e. Annual compensation payable to Contractor for maintenance and support services from December 1, 2021 through November 30, 2026, is as follows:

| Service Description | Term | Term Fees |
|--|------------------------|------------------|
| Annual Maintenance and Support | 12/1/2021 – 11/30/2022 | \$11,065.85 |
| Annual Maintenance and Support | 12/1/2022 – 11/30/2023 | \$11,619.14 |
| Annual Maintenance and Support | 12/1/2023 – 11/30/2024 | \$12,200.10 |
| Annual Maintenance and Support | 12/1/2024 – 11/30/2025 | \$12,810.11 |
| Annual Maintenance and Support | 12/1/2025 – 11/30/2026 | \$13,450.61 |
| Annual Maintenance and Support Extended ECM | 2/1/2024 – 11/30/2024* | \$10,019.38 |
| Annual Maintenance and Support Intelligent Capture Enterprise | 2/1/2024 – 11/30/2024* | \$11,541.46 |
| Annual Maintenance and Support Extended ECM | 12/1/2024 – 11/30/2025 | \$12,023.25 |
| Annual Maintenance and Support Intelligent Capture Enterprise | 12/1/2024 – 11/30/2025 | \$13,849.75 |
| Annual Maintenance and Support Extended ECM | 12/1/2025 – 11/30/2026 | \$12,023.25 |
| Annual Maintenance and Support Intelligent Capture Enterprise | 12/1/2025 – 11/30/2026 | \$13,849.75 |

*Maintenance and support shall be prorated for the first year.

- 4. Schedule A Order of Precedence is deleted in its entirety and replaced with the following:

Each schedule and exhibit listed below is by this reference hereby incorporated into this Technology Solution Contract as though fully set forth herein. In the event of an inconsistency within this Technology Solution Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic Technology Solution Contract instrument
3. Terms and conditions as contained in the Master Contract incorporated by reference
4. Schedule A – Technology Solution Contract between Snohomish County and OpenText
5. Schedule B – Statement of Work
6. Schedule C – Contractor Quote No. 00476097 dated December 12, 2017
7. Schedule D – OpenText Flex Days Agreement
8. Exhibit A – Software License Agreements
9. Any other provision, term or material incorporated herein by reference or otherwise incorporated

Except as expressly amended in this Amendment 2, the terms and conditions of the Agreement remain unchanged and in full force and effect.

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

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CONTRACTOR:

OpenText Inc.
A California Corporation

By Klein, Ken Digitally signed by Klein, Ken
Date: 2023.12.14 14:49:55
-08'00'
Name: Ken Klein
Title: Executive Director

By 
Name: Bret Kimmel
Title: Sr. Director

| | |
|-------------------------|----------------------|
| COUNCIL USE ONLY | |
| Approved | <u>12/13/2023</u> |
| ECAF # | <u>2023-1270</u> |
| MOT/ORD | <u>Motion 23-480</u> |

Approved as to Insurance and Indemnification Provisions:

By Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.10.24 09:22:21 -07'00'
Risk Management

Schedule D
OpenText
Flex Days Agreement
For:

Snohomish County

From:
OpenText

This Schedule D, Flex Days Agreement (FD Agreement) shall be added by Amendment 2 and governed by the Terms and Conditions of the OpenText Inc. Schedule A Technology Solution Contract entered into by OpenText and Snohomish County dated February 28, 2018.

Overview

OpenText provides specialty services through this FD Agreement. This program allows Snohomish County to pre-purchase Flex Days to be used for consulting/post implementation technical assistance such as:

- Onsite and/or Remote Technical Assistance
- Service Management/Staff Augmentation
- Migrations/Upgrade Assistance
- Best Practices
- Health & Performance Checks
- Site Audit
- Capacity Planning
- After-hours standby technical assistance
- Patch planning
- Other items such as those in the [Optimize Assist Service Catalog](#)

Engagement Description

OpenText will perform such services under the terms and conditions as set forth below.

- Provide technical assistance to Snohomish County for the following:
 - Assistance with the xECM for MS365 Project
 - Assistance with Intelligent Capture Project
 - And other projects currently under Snohomish County contract

www.opentext.com

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Assumptions

The following assumptions can affect the level of effort and period of performance required to complete the tasks identified within the scope of this engagement.

- Through the duration of this FD Agreement, Snohomish County must be a subscriber to the OpenText Software Maintenance Program.
- An invoice will be produced on commencement of this FD Agreement. Snohomish County must make payment within 30 days of receipt of a properly prepared invoice.
- Any estimates of work effort related to the proposal are for planning purposes only. OpenText will provide Professional Services (“Services”) resources working with Snohomish County or on the Snohomish County tasks – up to the number of Days purchased.
- Scheduling of resources will begin once an executed copy of this FD Agreement and the related purchase order or credit card authorization (if applicable) has been received from Snohomish County by OpenText.
 - Assume contract will be executed on or before December 22, 2023.
 - Service work will begin February 1, 2024, or earlier as agreed to in writing by OpenText and Snohomish County.
- Work will begin at the earliest possible date at which OpenText, and Snohomish County resources are available, or as otherwise agreed to.
- Snohomish County and OpenText agree to cooperate in the advance scheduling of usage of Days, recognizing that resource availability will vary. Greater lead-time between (when the request is made and when the requested service is needed) will help to facilitate scheduling.
- OpenText and Snohomish County agree to cooperate in good faith to complete the Services in a timely and professional manner. Snohomish County understands and agrees that OpenText’s ability to provide the Services is dependent upon the active participation of, and access to, the appropriate Snohomish County resources as may be required by OpenText and assigned by Snohomish County during the performance of these Services.
- Up to 20% of the time in this FD Agreement may be used for service management where necessary.
- **Any preprinted terms and conditions on the front or back of any purchase order in conflict with the terms of this FD Agreement shall be rejected automatically without written notice.**

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Pricing Terms

Flex Days are paid in advance by Snohomish County at the initiation of this FD Agreement and are valid for one year from date of purchase at which time any unused days expire. OpenText will provide reporting of the days worked and the remaining balance to the Snohomish County after each usage.

| Description | Standard Rate | Days | Price (\$US) |
|------------------------|---------------|------|------------------|
| Flex Days - Onshore | \$2,400/day | 51 | \$122,400 |
| User Adoption Workshop | | | \$20,000 |
| Total | | | \$142,400 |

¹Additional days of technical assistance may be purchased at the rate of \$2,400 per day

*All pricing is exclusive of applicable taxes.

Working Hours

Utilization for Flex Days that are included in this FD Agreement or purchased while this FD Agreement is in effect is as follows:

- All services shall be provided remotely.
- No work shall be performed during weekend hours.
- Regular offsite working hours are between 8 am and 5 pm Pacific time zone unless otherwise agreed
- For work outside of the agreed upon hours, but on regular business days, we apply a 50% surcharge (150% of our normal rate). Flex Days will be reduced accordingly.
- The FD Agreement includes 51 days of service which may be scheduled by the hour. A minimum of 2 hours per day will be charged.
- For remote standby availability during evenings, regional public holidays or weekends 0.5 Flex Days per 24 hours to secure the resource applies. If phone assistance is needed, time is deducted in additional one-hour increments

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