

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

THIS AMENDMENT NO. 4 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM (Amendment No. 4”) is entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Cartegraph Systems, LLC., incorporated under the laws of the State of Delaware, and duly licensed to conduct business in Washington State (the “Contractor” or “Cartegraph”).

RECITALS

A. Whereas, the County and Cartegraph entered into that certain Agreement executed on September 15, 2015, entitled Software License and Services Agreement (the “Agreement”); and

B. Whereas, the Agreement was amended on June 14, 2017 under Amendment No. 1, which extended the initial contract term through August 31, 2021; Amendment No. 2 on February 26, 2020, which added additional but related scope and budget; and Amendment No. 3 on August 26, 2021, which added five (5) additional one (1) year terms; and

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

D. Whereas, the Department of Conservation and Natural Resources wishes to use services added to the Cartegraph asset management system by Amendment No. 3; and

E. Whereas, the County and Cartegraph have negotiated an amendment to include the Department of Conservation and Natural Resources to the agreement through the remainder of the contract term;

AGREEMENT

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

1. An Exhibit C-3 Department of Conservation and Natural Resources Payment Schedule is attached hereto and by this reference made part of the original Agreement, as additional compensation for the additional work performed under Exhibit A-2 and B-2 of the Agreement.

Except as expressly provided in this Amendment No. 4, all of the terms and conditions of the Master Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be duly executed as of the date of the last party to sign.

Cartegraph Systems, LLC

By: _____
SVP of Sales and Marketing

SNOHOMISH COUNTY

By: _____
Snohomish County Executive

RECOMMENDED FOR APPROVAL

By: _____
Director, Department of Information Technology

APPROVED AS TO FORM ONLY:

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

RECOMMENDED FOR APPROVAL

By: _____
Risk Management

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

Investment Summary

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

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

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

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

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

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

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

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

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

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

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

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

Summary By Term - Includes Services & Subscriptions

Investment Notes:

- Any applicable taxes are not included.
- Pricing does not include any applicable Esri ArcGIS licenses.

Payment Terms and Conditions

In consideration for the Solutions provided by Cartegraph to Customer, County agrees to pay Cartegraph the Fees as described below:

DELIVERY

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

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon execution of this Amendment No. 4, which will be considered the County's notification for Cartegraph to proceed. County agrees to work with Cartegraph to schedule Services in a timely manner.

SOLUTION SUBSCRIPTION INVOICING

County shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Amendment No. 4. The payment for Year 6 is due upon execution of this Amendment No. 4.

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

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

SOLUTION SERVICES INVOICING

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

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

PAYMENT TERMS

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