

**AMENDMENT NO. 1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND CARTEGRAPH SYSTEMS, INC.**

THIS AMENDMENT NO. 1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM ("Amendment No. 1") is entered into this 14th day of June, 2017, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Cartegraph Systems, Inc., incorporated under the laws of the State of Iowa, and duly licensed to conduct business in Washington State (the "Contractor" or "Cartegraph").

- 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, Article 5. Term of Agreement states that the initial contract term begins upon contract execution, and continues for five (5) years from the date of Acceptance of Phase 1 Milestone "Testing Sign-Off-Complete." Acceptance of Phase 1 occurred on April 1, 2016, which means the initial contract term would end on March 31, 2021; and
- C. Whereas, Cartegraph has offered to extend the initial contract term for six months beyond the original end date, and the County has agreed to accept the extended contract term.

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 Cartegraph have agreed to extend the initial contract period an additional six months, as follows:

- 1. The opening paragraph of Article 5. Term of Agreement, is amended to read:

The initial term of the Agreement shall commence upon execution and continue for five (5) year(s) and six (6) months from the date of Acceptance of Phase 1 Milestone "Testing Sign-Off- Complete" per the Project Schedule, Exhibit A-2) ("Initial Term"), and may be extended by the County for five (5) additional one (1) year option terms by providing written notice subject to termination as provided in this Agreement.

- 2. Subscription renewal term dates during the initial contract term shall be:

April 1, 2016 to March 31, 2017

April 1, 2017 to March 31, 2018
April 1, 2018 to March 31, 2019
April 1, 2019 to March 31, 2020
April 1, 2020 to August 31, 2021

3. Annual subscription terms beyond 2021 shall be from September 1 through August 31 of the following year.

Except as amended in this Amendment No. 1, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date set forth above.

COUNTY OF SNOHOMISH:

KEN KLEIN
Executive Director
[Signature] 6/14/17 dr
By: _____ Date
Snohomish County Executive

CONTRACTOR:

[Signature] 4/27/18
By: Ben Murray Date
Title: VP/CFU

Recommended for Approval:

[Signature] 5/9/17
Risk Management Date

Recommended for Approval:

[Signature] 5/8/17
Information Technology Dept. Date

COUNCIL USE ONLY	
Approved:	<u>6-14-17</u>
Docfile:	<u>D-k</u>

**AMENDMENT NO. 2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND CARTEGRAPH SYSTEMS, INC.**

THIS AMENDMENT NO. 2 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM (Amendment No. 2") is entered into as of this 1st day of MARCH, 2020, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Cartegraph Systems, Inc., incorporated under the laws of the State of Iowa, 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 extend the initial contract term through August 31, 2021; and
- C. Whereas, the Agreement, under Exhibit A, specifies that Cartegraph will provide YourGOV as a public web service to receive citizen requests; and
- D. Whereas, Cartegraph no longer supports YourGOV as an ongoing option for citizen reporting; and
- E. Whereas, Cartegraph has proposed the use of SeeClickFix as a replacement solution for a hosted environment that allows the public to submit service requests; and
- F. Whereas, the County and Cartegraph have negotiated new terms related to the use of SeeClickFix for the duration of the initial agreement 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. Exhibit A-1, Supplemental Scope of Work, is attached hereto and by this reference made part of the original Agreement, as additional work to be performed under Exhibit A.
- 2. Exhibit B-1, Software Support, is attached hereto and by this reference made part of the original Agreement, as additional work to be performed under Exhibit B.
- 3. Exhibit C-1, Supplemental Payment Schedule, is attached here to and by this reference made part of the original Agreement, as additional compensation for the additional work performed under Exhibit A-1 and B-1 of this Agreement.

Except as expressly provided in this Amendment No. 2, all of the terms and conditions of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date set forth above.

Cartegraph Systems, Inc.

By: [Signature]
Printed Name: MITCH BRADLEY
Title: SUP SALES + MARKETING
Date: 1/17/2020

SNOHOMISH COUNTY

By: [Signature]
Snohomish County Executive
Date: 2/26/2020

RECOMMENDED FOR APPROVAL

By: [Signature]
Director, Department of Information Technology
Date: 1/28/2020

APPROVED AS TO FORM ONLY:

By: Rebecca Wendling
Deputy Prosecuting Attorney
Date: 1/16/2020

RECOMMENDED FOR APPROVAL

By: [Signature]
Risk Management
Date: 2/3/2020

COUNCIL USE ONLY	
Approved:	<u>2.26.2020</u>
Docfile:	<u>D-1</u>

Exhibit A-1

The Field Services listed in Exhibit C-1 are specific Cartegraph Services which will be delivered to the County based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Exhibit A-1, Exhibit B-1 and Exhibit C-1. Cartegraph will coordinate with the County on service delivery expectations and timeframes.

Scope of Work

The scope of work includes the following professional services:

Extensions

- Cartegraph will provide up to eight (8) hours of remote train-the-trainer training on SeeClickFix Request functionality. Training topics shall include:
 - o Administrator functions
 - o Web-Based CRM
 - o Cartegraph and SeeClickFix recommended best practices for citizen engagement and request management

In addition to training, Cartegraph will provide supporting services related to mobile app configuration and citizen engagement marketing materials.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Exclusions

The following service items are not included:

- Implementation of any custom modification or integration developed by Cartegraph, the County's internal staff, or any third-party unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

County/Cartegraph Responsibilities

Project representatives from the County and Cartegraph accept responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph or the County in the Agreement or subsequent Amendments. Ongoing management of the day-to-day allocation of County and Cartegraph resources and management of project tasks is the responsibility of the County and Cartegraph project representatives. County and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Amendment No. 2, County understands that it is vital to the success of the project that County provides assistance in the following matters:

1. For those services listed under Field Services in Exhibit C-1, Cartegraph personnel will conduct information gathering and evaluation sessions with various County Users and

management. While Cartegraph respects the time and workload of County staff, dedicated time on the part of the appropriate County resources is necessary to complete information gathering and evaluation sessions.

2. The installation process requires the assistance of County personnel and suitable access to hardware and systems (e.g., security clearance). County is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation, as updated through the software feature Campus prior to new releases, such that delivery and execution of the Field Services will not be impeded.
3. County and Cartegraph understand that the successful performance of Field Services depends upon County fulfilling its responsibilities. County will provide all personnel required to achieve a successful implementation, including a dedicated County project manager responsible for reviewing the implementation scope of work, ensuring all meetings are attended by invited County staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. To the extent reasonably practicable, County will provide Internet access and IT staff support as requested. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. County shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. SeeClickFix will be supported by the County within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of SeeClickFix within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. County agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Amendment No. 2.

Not-to-Exceed Purchase Agreement

Cartegraph shall not exceed the total included in this Purchase Agreement without written Amendment.

Exhibit B-1

The Support Services listed below are specific Cartegraph Services which will be delivered to the County based on the descriptions below and on the terms and conditions and subject to the limitations set forth in the Cartegraph Solutions Agreement, Amendment No. 1 and this Amendment No. 2. Cartegraph will coordinate with the County on service delivery expectations and timeframes.

As part of County's subscription to access and use of the Cartegraph Solutions set forth in Exhibit C-1, Customer will receive:

1. Support Services

a. Campus – www.campus.cartegraph.com

Cartegraph shall provide a User Assistance area that includes user tips, step-by-step instructions, and videos.

b. Cartegraph shall provide Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat Monday- Friday, 7:00 am – 7:00 pm CT. Live Chat shall be available within SeeClickFix or through Campus.

c. Cartegraph shall provide support via online case submittal available in Campus or by email. Email support is available at support@cartegraph.com.

2. Training & Education Services

a. Cartegraph shall provide online training opportunities, tutorial video and upcoming event information through online resources.

b. Cartegraph shall provide access to regional Customer Led User Groups

3. Releases & Upgrades

a. Cartegraph shall provide access to all new software releases providing the County maintains an active subscription to SeeClickFix.

i. The County's cloud-hosted site will be upgraded by Cartegraph System Consultant upon release of an update.

ii. Cartegraph's Technical Consultants will work with the County's IT staff to deliver the latest software release. Software will be made available after installation to the Cartegraph cloud-hosted customers.

b. Service Packs: A Service Pack consists of lower-severity bug fixes and/or small platform updates.

i. If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.

ii. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation.

These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

- c. Hot Fixes: If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to resolve the issue.

Cartegraph will provide the Support Services only to the County, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to SeeClickFix. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by County of SeeClickFix in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify SeeClickFix so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Exhibit C-1

	Purchase Type	Qty.	Unit Price	Total Price
CURRENT YEAR				
SOLUTIONS				
SeeClickFix Extension	SeeClickFix Subscription, 10 Users Public Works Department Pro-rated 6 months 3/1/2020 thru 8/31/2020	6 months	\$4,800.00	\$4,800.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service		\$5,300.00	\$5,300.00
<i>Discount</i>				<i>(\$2,400.00)</i>
CURRENT YEAR SUB-TOTAL				\$7,700.00
Annual Subscription Cost				
SOLUTIONS				
SeeClickFix Extension	SeeClickFix Subscription, 10 Users Public Works Department 9/1/2020-8/31/2021	1 Year	\$9,600.00	\$9,600.00
YEAR 1 SUB-TOTAL				\$9,600.00
TOTAL COST through 8/31/2021				\$17,300.00

NOTES: The pricing listed above does not include applicable sales tax.

Payment Terms and Conditions

In consideration for the Solutions and Services provided by Cartegraph to County, County agrees to pay Cartegraph the Fees in U.S. Dollars as described below:

1. **Delivery:** Cartegraph shall provide the County with the ability to access and use the Solutions upon execution of this Amendment No. 2.
2. **Services Scheduling:** County agrees to work with Cartegraph to schedule Services in a timely manner.
3. **Solutions Invoicing:** The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$4,800.00 due upon execution of this Amendment No. 2.
 - b. \$9,600.00 due 15 days prior to term start date of 9/1/2020.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon execution of this Amendment No. 2.
5. **Payment Terms:** All payments are due Net 30 days from receipt of contract compliant invoice.

AMENDMENT NO. 3 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND CARTEGRAPH SYSTEMS, LLC.

THIS AMENDMENT NO. 3 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM (Amendment No. 2”) is entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Cartegraph Systems, LLC., incorporated under the laws of the State of Delaware, and duly licensed to conduct business in Washington State (the “Contractor” or “Cartegraph”).

RECITALS

- A. Whereas, the County and Cartegraph entered into that certain Agreement executed on September 15, 2015, entitled Software License and Services Agreement (the “Agreement”); and
- B. Whereas, the Agreement was amended on June 14, 2017 under Amendment No. 1 which extended the initial contract term through August 31, 2021 and Amendment No. 2 on February 26, 2020 which added additional but related scope and budget; and
- C. Whereas, the Agreement under Section 5. Term of Agreement allows up to five (5) additional one (1) year terms; and
- D. Whereas, the County and Cartegraph wish to renew and extend the Agreement for all five (5) one-year extensions at this time in order to reduce administrative burden and secure agreeable pricing terms; and
- E. Whereas, the County and Cartegraph have negotiated new terms for five (5) one-year renewals; and
- F. Whereas, the County and Cartegraph wish to revise two Sections of the Agreement.

AGREEMENT

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

1. The first two paragraphs of Section 5 **Term of Agreement** are hereby amended to read:

Term of Agreement. The initial term of the Agreement shall commence upon execution and continue for ten (10) year(s) from the date of Acceptance of Phase 1 Milestone “Testing Sign-Off-Complete” (per the Project Schedule, Exhibit A-2)(“Initial Term”).

The maximum term for this Agreement, consisting of the initial term and the option term is ten (10) years from Acceptance unless extended by written agreement signed by all parties.

2. An Exhibit A-2 Supplemental Scope of Work is attached hereto and by this reference made part of the original Agreement.

3. An Exhibit B-2 Software Support is attached hereto and by this reference made part of the original Agreement.

4. An Exhibit C-2 Supplemental Payment Schedule is attached hereto and by this reference made part of the original Agreement, as additional compensation for the additional work performed under Exhibit A-2 and B-2 of this Agreement.

5. Section 13. **Insurance.** is hereby amended with the following changes.

Paragraph Five is deleted and replaced with “Professional Technical Liability insurance appropriate to the Contractor’s profession with a \$1,000,000 aggregate limit. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and the Contractor shall maintain coverage for the duration of the Agreement and for three years following termination of the Agreement.”

Paragraph Eight is deleted and replaced with “The Contractor’s insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor’s insurance and shall not contribute to it.”

Paragraph Ten is deleted and replaced with “Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.”

6. A new Section 37 **Limitation of Liability** is created in the Agreement, to read as follows: “IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE CONTRACTOR TECHNOLOGY (OR ANY CONTRACTOR DATA), EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. CONTRACTOR’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED SEVEN HUNDRED FIFTY-THOUSAND DOLLARS (\$750,000.00). COUNTY AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CONTRACTOR’S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.”

Except as expressly provided in this Amendment No. 3, all of the terms and conditions of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed as of the date of the last party to sign.

Cartegraph Systems, LLC

By: _____
Title:

SNOHOMISH COUNTY

By: _____
Snohomish County Executive

RECOMMENDED FOR APPROVAL

By: _____
Director, Department of Information Technology

APPROVED AS TO FORM ONLY:

By: _____
Deputy Prosecuting Attorney

RECOMMENDED FOR APPROVAL

By: _____
Risk Management

Exhibit A-2

SERVICES SCOPE OF WORK

The Solutions Services (“Solutions” or “Services”) listed in the Investment Summary (Exhibit C) of this Amendment No. 3 are specific Cartegraph services which will be delivered to the County based on the descriptions below, and are subject to the limitations and terms and conditions set for the in the Master Agreement, Amendment No. 1, and Amendment No. 2. Cartegraph will coordinate with the County on service delivery expectations and timeframes.

Cartegraph OMS –Scope of Work

The Scope of work includes the following professional services:

Training

- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on Engage functionality. Training topics include:
 - Multi & Single Step Guide Creation
 - Guide Metrics Review
 - User Analytics Review
 - Tutorials & Support Material Recommendations
 - Cartegraph recommended best practices

Cartegraph will provide all services remotely via audio; video; and web conferences unless otherwise noted.

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph; County internal staff; or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed above.

County/Cartegraph Responsibilities

Project representatives from County and Cartegraph accept responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph or the County in the Agreement or in subsequent Amendments. Ongoing management of the day-to-day allocation of County and Cartegraph resources and management of project tasks is the responsibility of the County and Cartegraph project representatives. County and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Amendment No. 3, County understands that it is vital to the success of the project that County provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various County Users and management. While Cartegraph respects the time and workload of County staff, dedicated time on the part of the appropriate County resources is necessary to complete these exercises.
2. The installation process requires the assistance of County personnel and suitable access to hardware and systems (e.g., security clearance). County is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. County and Cartegraph understand that the successful performance of Field Services depends upon County fulfilling its responsibilities. The Project assumes that County will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. County responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. County will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. County shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. County agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Amendment No. 3, unless noted differently in Services Scope listed above. Upon expiration of Field Services, the Field Services project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Amendment

Cartegraph's compensation will not exceed the total included in this Amendment No. 3 without a fully executed amendment. In the event it becomes apparent to Cartegraph that additional Services will be needed due to any changes in the scope of this Amendment No. 3, Cartegraph will notify County prior to exceeding the approved efforts and obtain approval in the form of an amendment if additional Services are required. The County may refuse such additional Services at its sole discretion.

Exhibit B-2

SOLUTIONS SUPPORT

TECHNICAL SUPPORT

1. Campus – www.cartograph.com/campus
Cartograph shall provide a User Assistance area that includes tips, step-by- step guides, videos, and more.
2. Cartograph shall provide Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat.
Live Chat is available within the product or through Campus. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
3. Secure, Live Remote Support
Cartograph shall provide remote support tools. Cartograph Support Team members shall directly interact with County systems and staff to find a fast, effective solutions.

TRAINING & EDUCATION SUPPORT

1. Convenient Online Resources
Cartograph shall provide online training opportunities, tutorial videos, upcoming event information, and more through online resources.
2. Customer Led User Groups
Cartograph shall provide access to regional Customer Led User Groups.

RELEASES & UPGRADES

1. New Releases
Cartograph shall provide customer with new release of the software.
 - The cloud-hosted site will be automatically upgraded by Cartograph System Consultants after the release is available.
 - For on-Premises Installation, Cartograph Technical Consultants will work with County IT staff to receive the latest software release in a timely manner.
2. Service Packs
A Service Pack consists of lower-severity bug fixes and/or small platform updates.
 - If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartograph System Consultants.
 - On-premises customers that contacted Cartograph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. On-premises customers can then schedule a time to install the Service Pack with Cartograph's Technical Support team
3. Hot Fixes
If an issue is determined to be a defect and falls outside the standard release cycle, Cartograph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

Cartegraph will provide the Support Services only to County, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by County of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Exhibit C-2

Investment Summary

The County shall pay Cartegraph for the following for line items of County's Solution.

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

No.	Product	Code	Quantity	Price
1	Implementation Services	CGPFSV	1.00	USD 2,600.00
Term 1 - 9/1/2021 - 8/31/2022 - Services TOTAL:				USD 2,600.00

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

No.	Product	Code	Quantity	Price
1	SCF Other Agency Type	SCFOTH	10.00	USD 10,000.00
1	OMS Premium	OMSPRM	1	USD 100,000.00
2	Signal Domain	DOM006	1	USD 20,000.00
3	Transportation Domain	DOM008	1	USD 37,500.00
4	Walkability Domain	DOM009	1	USD 0.00
5	Cartegraph Engage	CGENG	1	USD 15,000.00
6	OMS Unlimited UsersPublic Works Only	OMSUNLIMITED	1	USD 0.00
7	OMS On-Premise	OMSONP	1	USD 0.00
Term 1 - 9/1/2021 - 8/31/2022 - Subscription TOTAL:				USD 182,500.00

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

No	Product	Code	Quantity	Price
1	SCF Other Agency Type	SCFOTH	10.00	USD 10,300.00
1	OMS Premium	OMSPRM	1	USD 103,000.00
2	Signal Domain	DOM006	1	USD 20,600.00
3	Transportation Domain	DOM008	1	USD 38,625.00
4	Walkability Domain	DOM009	1	USD 0.00
5	Cartegraph Engage	CGENG	1	USD 15,000.00
6	OMS Unlimited UsersPublic Works Only	OMSUNLIMITED	1	USD 0.00
7	OMS On-Premise	OMSONP	1	USD 0.00
Term 2 - 9/1/2022 - 8/31/2023 - Subscription TOTAL:				USD 187,525.00

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

No.	Product	Code	Quantity	Price
1	SCF Other Agency Type	SCFOTH	10.00	USD 10,600.00
1	OMS Premium	OMSPRM	1	USD 106,090.00
2	Signal Domain	DOM006	1	USD 21,218.00
3	Transportation Domain	DOM008	1	USD 39,780.00
4	Walkability Domain	DOM009	1	USD 0.00
5	Cartegraph Engage	CGENG	1	USD 15,000.00
6	OMS Unlimited UsersPublic Works Only	OMSUNLIMITED	1	USD 0.00
7	OMS On-Premise	OMSONP	1	USD 0.00
Term 3 - 9/1/2023 - 8/31/2024 - Subscription TOTAL:				USD 192,688.00

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

No.	Product	Code	Quantity	Price
1	SCF Other Agency Type	SCFOTH	10.00	USD 10,920.00
1	OMS Premium	OMSPRM	1	USD 109,270.00
2	Signal Domain	DOM006	1	USD 21,850.00
3	Transportation Domain	DOM008	1	USD 40,790.00
4	Walkability Domain	DOM009	1	USD 0.00
5	Cartegraph Engage	CGENG	1	USD 15,000.00
6	OMS Unlimited UsersPublic Works Only	OMSUNLIMITED	1	USD 0.00
7	OMS On-Premise	OMSONP	1	USD 0.00
Term 4 - 9/1/2024 - 8/31/2025 - Subscription TOTAL:				USD 197,830.00

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

No.	Product	Code	Quantity	Price
1	SCF Other Agency Type	SCFOTH	10.00	USD 11,250.00
1	OMS Premium	OMSPRM	1	USD 112,550.00
2	Signal Domain	DOM006	1	USD 22,505.00
3	Transportation Domain	DOM008	1	USD 42,010.00
4	Walkability Domain	DOM009	1	USD 0.00
5	Cartegraph Engage	CGENG	1	USD 15,000.00
6	OMS Unlimited UsersPublic Works Only	OMSUNLIMITED	1	USD 0.00
7	OMS On-Premise	OMSONP	1	USD 0.00
Year 6-10 - 9/1/2025 - 8/31/2026 - Subscription TOTAL:				USD 203,315.00

Summary By Term - Includes Services & Subscriptions

Total Year 6	USD 185,100.00
Total Year 7	USD 187,525.00
Total Year 8	USD 192,688.00
Total Year 9	USD 197,830.00
Total Year 10	USD 203,315.00
TOTAL	USD 966,458.00

Investment Notes:

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

Payment Terms and Conditions

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

DELIVERY

Upon execution of this Amendment No. 3, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in Exhibit C-2.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon execution of this Amendment No. 3, which will be considered the County's notification for Cartegraph to proceed. County agrees to work with Cartegraph to schedule Services in a timely manner.

SOLUTION SUBSCRIPTION INVOICING

County shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Amendment No. 3. The payment for Year 6 is due upon execution of this Amendment No. 3.

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

- Year 6: \$182,500.00
- Year 7: \$187,525.00
- Year 8: \$192,688.00
- Year 9: \$197,830.00
- Year 10: \$203,315.00

SOLUTION SERVICES INVOICING

Invoicing for the Solutions Services shall occur upon the execution of this Amendment No. 3 and be invoiced as follows:

- Invoicing shall occur upon the execution of this Amendment No. 3.

PAYMENT TERMS

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

**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.

AMENDMENT NO. 5 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND CARTEGRAPH SYSTEMS LLC.

THIS AMENDMENT NO. 5 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM (Amendment No. 5”) 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 Amendment No. 4 on October 12, 2021, which added the Department of Conservation and Natural Resources to the Agreement; and
- C. Whereas, the original RFP-14-14DW allows for the expansion of the AMMS system to other County departments; and
- D. Whereas, the Airport 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 Airport 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 A-3 Airport Scope of Work is attached hereto and by this reference made a part of the original Agreement.
- 2. An Exhibit C-4 Airport 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 Services Scope of Work, A-3 Airport Scope of Work and B-2 Solutions Support of the Agreement.

Except as expressly provided in this Amendment No. 5, 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. 5 to be duly executed as of the date of the last party to sign.

Cartegraph Systems LLC

By: **Mitch Bradley** Digitally signed by Mitch Bradley
Date: 2022.05.27 12:16:53
-06'00'
SVP of Sales and Marketing

SNOHOMISH COUNTY

By: **Klein, Kenneth** Klein, Kenneth
Date: 2022.07.14 12:40:12 -07'00'
Snohomish County Executive

RECOMMENDED FOR APPROVAL

By: **Forde, Viggo** Digitally signed by Forde, Viggo
Date: 2022.05.26 09:25:09
-07'00'
Director, Department of Information Technology

APPROVED AS TO FORM ONLY:

By: /s/ Rebecca Wendling 5/25/2022
Deputy Prosecuting Attorney

RECOMMENDED FOR APPROVAL

By: **Barker, Sheila** Digitally signed by Barker, Sheila
Date: 2022.05.26 11:04:29
-07'00'
Risk Management

Exhibit A-3 Airport Scope of Work

Cartegraph – Scope of Work (Airport)

The Airport Scope of Work includes the following professional services:

Implementation Services Extended Support

Cartegraph will provide up to one hundred (100) hours for system development. The deliverables will be defined, and agreed upon, by both County and Cartegraph's project managers. Deliverables may include any of the following:

- o Project or implementation consulting
- o System configuration for your current products
- o Training
- o Configuration migration between OMS sites
- o Automations
- o Reports

Cartegraph will provide all services remotely via audio; video; and web conferences unless otherwise noted.

ProDIGIQ Integration Support

Cartegraph will provide up to twenty-five (25) hours of remote support related to the County Airport integration project. Regardless of utilization, these hours will expire 365 days from the date of execution of Amendment No. 5. Support may include:

- o API documentation
- o Code example(s)
- o General guidance related to Cartegraph OMS integration

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Exclusions

The following service items are not included in the Scope of Work of the Airport project:

- o Implementation of any custom modification or integration developed by Cartegraph, County internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- o Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- o Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Exhibit C-4 Airport Payment Schedule

Investment Summary

The County shall pay Cartegraph for the following for line items for software and services provided to the County Airport.

Year 6 05/01/2022 – 04/30/2023 - Services

No.	Product	Code	Quantity	Price
1	Systems Integration Service Services will be used to support the integration effort of ProDIGIQ per Exhibit A-3 Airport Scope of Work	SYITSV	1	USD 6,800.00
Year 6 5/1/2022 – 4/30/2023 – Services				USD 6,800.00

Year 6 6/1/2022 - 5/31/2023 - Services

No.	Product	Code	Quantity	Price
1	Implementation Services Implementation Services per Exhibit A-3 Airport Scope of Work	CGPFSV	1	USD 24,000.00
Year 6 6/1/2022 – 5/31/2023 – Services				USD 24,000.00

Year 6 – 06/01/2022 - 8/31/2022 - Subscription

No.	Product	Code	Quantity	Price
1	Facilities Domain Facilities Domain for Airport	DOM001	1	USD 3,335.00
Year 6 - 6/1/2022 - 8/31/2022 - Subscription TOTAL:				USD 3,335.00

Year 7 – 09/01/2022 - 8/31/2023 - Subscription

No.	Product	Code	Quantity	Price
1	Facilities Domain Facilities Domain for Airport	DOM001	1	USD 19,830.00
Year 6 - 9/1/2022 - 8/31/2023 - Subscription TOTAL:				USD 19,830.00

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

No.	Product	Code	Quantity	Price
1	Facilities Domain Facilities Domain for Airport	DOM001	1	USD 20,425.00
Term 8 - 9/1/2023 - 8/31/2024 - Subscription TOTAL:				USD 20,425.00

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

No.	Product	Code	Quantity	Price
1	Facilities Domain Facilities Domain for Airport	DOM001	1	USD 21,040.00
Term 4 - 9/1/2024 - 8/31/2025 - Subscription TOTAL:				USD 21,040.00

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

No.	Product	Code	Quantity	Price
1	Facilities Domain Facilities Domain for Airport	DOM001	1	USD 21,670.00
Term 5 - 9/1/2025 - 8/31/2026 - Subscription TOTAL:				USD 21,670.00

Summary By Term - Includes Services & Subscriptions

Total Year 6	USD 34,135.00
Total Year 7	USD 19,830.00
Total Year 8	USD 20,425.00
Total Year 9	USD 21,040.00
Total Year 10	USD 21,670.00
TOTAL	USD 117,100.00

Investment Notes:

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

Payment Terms and Conditions

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

DELIVERY

Upon execution of this Amendment No. 5, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in Exhibit C-4.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered upon execution of this Amendment No. 5, 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. 5. The payment for Year 6 shall be invoiced upon execution of this Amendment No. 5 and due within 30 days.

Payment for any subsequent renewal terms will be due in annual installments 15 days prior to the anniversary of September 1st in the amount(s) that follow:

- Year 6: \$34,135.00
- Year 7: \$19,830.00
- Year 8: \$20,425.00
- Year 9: \$21,040.00
- Year 10: \$21,670.00

SOLUTION SERVICES INVOICING

Invoicing for the Solutions Services shall occur upon the execution of this Amendment No. 5 and be invoiced as follows:

- Invoicing shall occur upon the execution of this Amendment No. 5.

PAYMENT TERMS

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

AMENDMENT NO. 6 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND CARTEGRAPH SYSTEMS LLC.

THIS AMENDMENT NO. 6 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT FOR AN ASSET MAINTENANCE MANAGEMENT SYSTEM (AMMS) (“Amendment No. 6”) is entered into by and between Snohomish County, a political subdivision of the State of Washington (“County”), and OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 and duly licensed to conduct business in Washington State (“Contractor” or “OpenGov”).

RECITALS

A. Whereas, the County and Cartegraph Systems LLC entered into an 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 Amendment No. 4 on October 12, 2021, which added the Department of Conservation and Natural Resources to the Agreement; and Amendment No. 5 on July 14, 2022, which added the Airport to the Agreement; and

C. Whereas, OpenGov acquired Cartegraph Systems LLC; the acquisition was announced July 27, 2022 and completed on September 1, 2022; and

D. Whereas, County departments sometimes have a need for additional remote support including but not limited to training, configuration, reports, automations, dashboards, consultation, and imports; and

E. Whereas, OpenGov provides support subscriptions at a discounted price; and

F. Whereas, the County and OpenGov have negotiated an amendment to add a subscription for Orange Advantage support to the Agreement beginning January 1, 2024 through the remainder of the contract term; and

G. Whereas, the initial term for Orange Advantage support through August 31, 2024 shall be prorated; and

G. Whereas, in conjunction with that additional subscription, the parties have agreed to modify certain terms of the Master Agreement.

AGREEMENT

NOW, THEREFORE, the County and Contractor agree as follows:

1. Exhibit A-4 Orange Advantage Scope of Work is attached hereto and by this reference made a part of the Agreement.
2. Exhibit C-5 Orange Advantage Payment Schedule is attached hereto and by this reference

made part of the Agreement, as additional compensation for the additional work performed under Exhibit A-4 Orange Advantage Scope of Work.

3. The words "Contractor" and "Cartegraph" shall mean "OpenGov." wherever they appear in the Master Agreement, all Amendments, and all outstanding Work Orders.
4. Section 4. Software and Services License Grant is deleted in its entirety and replaced with the following:

License Grant. The Contractor hereby grants the County a nonexclusive nontransferable subscription license to use the Software and Documentation for the duration of the Master Agreement term.

5. Section 5. Term of Agreement is deleted in its entirety and replaced with the following:

Term of Agreement. The initial term of the Agreement shall commence upon execution and continue for five (5) year(s) and six (6) months from the date of Acceptance of Phase 1 Milestone "Testing Sign-Off- Complete" (per the Project Schedule, Exhibit A-2) ("Initial Term"), and may be extended by the County for five (5) additional one (1) year option terms by providing written notice subject to termination as provided in this Agreement.

The maximum term for this Agreement, consisting of the initial term and all option term(s), is ten and one half (10.5) years from Acceptance unless extended by written agreement signed by all parties.

Termination.

Termination by the County for Default. If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may terminate the Agreement if the Contractor has not cured following a thirty (30) day written notice to the Contractor sent certified mail, return receipt requested. If the County terminates the Agreement for default, the County may obtain performance of the work elsewhere, less any extra cost or damages to the County caused by or arising from such default(s), which shall be deducted from any money due or coming due to the Contractor. The termination of this Agreement by the County for default shall in no way relieve the Contractor from any of its obligations under this Agreement or as outlined in Exhibit F. If a notice of termination for default has been issued and it is later determined for any reason that the 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 as a Termination for Convenience.

Termination for Convenience. The County may terminate for convenience its subscription to an individual OpenGov System only if notice of termination is tendered before Acceptance of the System in question (or the applicable go-live date or similar milestone described in the applicable SOW or Work Order,

whichever is earliest). Notice of termination for this reason must be sent certified mail, return receipt requested, to the Contractor. Termination of more than one System for this reason requires more than one such notice. Termination of any System under this section will not affect the parties' obligations under this Agreement with respect to any other Systems or Services. With respect to Professional Services, County will be responsible for payment of any portion of the Services completed prior to Contractor's receipt of the notice of termination. With respect to the Software, County will be responsible for payment of any portion of the annual Software fee due and any payment made for Software shall be non-refundable.

Termination by the Contractor for Default. If the County violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the Contractor may terminate the agreement if the County has not cured following a thirty (30) day written notice to the County sent certified mail, return receipt requested. The County will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected the Agreement may be terminated immediately by written notice from the Contractor to the County.

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 this contract as a matter of public convenience as provided herein and as specified in Exhibit F. 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 14 days after the end of the fiscal period.

Effect of Termination. The termination of this Agreement shall not affect the accrued rights of the County under any other section or paragraph of this Agreement or limit the rights and remedies of the County hereunder in any manner.

Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work, or a notice from the County of breach or termination under this Agreement.

6. Section 6. Acceptance Testing is hereby deleted in its entirety and replaced with the following:

Acceptance Testing.

The parties will agree to project milestones, acceptance criteria and a schedule for Acceptance testing in a Statement of Work or Order Form. In the event that the parties do not agree to any material term regarding Acceptance of the System or if such a term is not reduced to writing, then the provisions set forth in this Section 6 will control.

Within ten (10) business days of the Contractor providing notice to the County that

the System has been installed and County personnel have been trained in accordance with the Agreement, the County shall begin the Acceptance testing process at the County Site according to the Software Acceptance Plan.

The Acceptance testing shall include thirty (30) days of continuous operation of the System, per the contracted deliverables, without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment.

If the County accepts the work, the County will send a notice of Acceptance to the Contractor.

If the County determines that the work is not acceptable, pursuant to the Statement of Work, the County shall notify the Contractor in writing and subsequently provide a written description of the deficiencies.

The Contractor shall either provide a detailed, written plan to achieve Acceptance, or make correction or replacements. Corrections or replacements to achieve Acceptance shall be made with no charge to the County. Should a change order be required due to a County-requested change in scope, additional charges may occur. The Contractor shall submit change order documentation clearly defining the County's non-acceptance as a change in scope and detail any additional charges required to affect the change.

Should both parties agree non-acceptance is a result of a change in scope, the County will either provide notice to proceed with the change order or re-evaluate Acceptance based on the existing scope of work. The parties shall mutually agree on a start date for beginning another Acceptance testing period.

Another thirty (30) day successful operation period shall follow any corrections, replacements or change orders. A third or additional Acceptance testing period may occur if mutually agreed to by the parties.

If the County accepts the System following a second or subsequent Acceptance testing period, the County will send a notice of Acceptance to the Contractor.

The County shall send written notice of Acceptance or non-Acceptance within five (5) business days of completing the 30-day Acceptance testing period. If the County notifies Cartegraph the work is not acceptable, the County shall subsequently provide a written description of the deficiencies.

If the Contractor does not correct or replace the unacceptable aspects of the contracted System deliverables, the County may declare a breach of the Agreement.

7. Section 10. Reproduction of Documentation and Object Code is hereby deleted in its entirety and replaced with the following:

Reproduction of Documentation.

The County shall have the right, at no additional charge, to reproduce for

compliance with its obligations under RCW chapter 42.56, and for its own internal use for the duration of the Initial Term and any option terms, all Documentation furnished by the Contractor, as Contractor may update it from time to time, pursuant to this Agreement regardless of whether such Documentation is copyrighted by the Contractor. All Copies of Documentation made by the County shall include any proprietary notice or stamp that has been affixed by the Contractor. All Documentation shall be in the English language.

8. Section 11. Warranty Provisions is hereby deleted in its entirety and replaced with the following:

Warranty provisions.

Unless otherwise extended or limited, the warranties and commitments contained in this Section shall remain in full force and effect throughout the term of this Agreement.

General Warranties. Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software. This warranty coverage shall include any modifications made to the Software by the Contractor.

System. The Contractor represents and warrants to the County that the System shall function without Critical Defect, in accordance with the applicable Documentation.

Software Performance. The Contractor represents and warrants that for a period of 90 days from Acceptance of the System, the Software will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. Contractor does not warrant that the Software will be uninterrupted or error-free. Contractor's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software so that the affected portion of the Software operates as warranted or, if Contractor is unable to do so, terminate the license for such Software and refund the pre-paid, unused portion of the fee for such Software.

Services. The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the related Statement of Work and generally prevailing industry standards. For any breach of the Services warranty, County's exclusive remedy, and Contractor's entire liability will be the re-performance of the applicable Services. If Contractor is unable to re-perform all such work as warranted, County will be entitled to recover all fees paid to Contractor for the deficient work. County must make any claim under this warranty to Contractor in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

Documentation. The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and the System and that such Documentation is detailed and complete and accurately describes the

functional and operation characteristics of the software and the System. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when it provides updates. The warranty and commitments contained in this Section shall remain in full force and effect for as long as the County continues to receive Support and Maintenance Services from the Contractor.

Compatibility. The Contractor warrants that the initial Software will be compatible with the County's technical environment, including hardware, operating system(s), software applications, CPU's, and networks specified by the County in Request for Proposal RFP-14-14.

Future Compatibility. The Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the last version or release of the Standard Software furnished under the Agreement, so that such last version or release shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance. Without limiting the foregoing, Contractor further warrants that future Support, Maintenance and other Services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System as long as the then current hardware is sufficient for the updates, upgrades and revisions to the Software hereunder.

Software Obsolescence. The Contractor acknowledges that the County is making a significant resource commitment in order to acquire the Software and that the County does not want to move involuntarily to a new system for the term of this agreement. Having acknowledged the foregoing, the Contractor represents and warrants to the County that it will continue to enhance the Software (meaning adding new features and functionality, in addition to ordinary course defect corrections), as long as the County continues to receive Subscription and Maintenance and Support Services from the Contractor.

On-Premises Version. Contractor will not require County to migrate to a cloud version of the Software during the term of this Agreement.

Latest Versions. Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy and older one.

Virus Warranty. The Contractor warrants that the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual

knowledge that the Software may result in the harm described above. The Contractor shall indemnify and hold the County harmless from any damage resulting from the harm described above. This warranty shall survive the expiration or termination of this Agreement.

Disabling or Restrictive Code. Without limiting any other provision to the Agreement, the Contractor warrants that the Software does not contain and the Contractor will not introduce any code, data block, time-bomb, Trojan horse, encrypted software keys, back door, or remote disabling function that may restrict the County's use of or access to the Software or the System or related data or equipment, with the exception of a shutoff that can only be used in the event of County default for non-payment, the details of which are described in Exhibit E. The Contractor understands and agrees that the County's inability to use the Software or System or its related data or equipment will cause substantial injury or harm to the public health or safety or grave harm to the public interest substantially affecting third persons. No limitation of liability, whether contractual or statutory, shall apply to a breach of warranty. This warranty shall survive the expiration or termination of this Agreement.

Intellectual Property. The Contractor represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

Ownership of County Data. County Data shall be the property of the County and shall be delivered to the County or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the contract. The County retains all rights to access all County Data for any purpose even in the event that this Agreement shall be terminated for any reason. The Contractor shall not use any means to prevent the County's access to County Data.

Third Party Warranties and Indemnities. For any third party Software provided by the Contractor to the County, Contractor hereby assigns to the County all end-user warranties and indemnities relating to such third party Software. To the extent that the Contractor is not permitted to assign any of such end-user warranties and indemnities through to the County, the Contractor shall enforce such warranties and indemnities on behalf of the County to the extent the Contractor is permitted to do so under the terms of the applicable third party agreements. This warranty shall survive the expiration or termination of this Agreement.

Authority. Each Party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.

11. Except as expressly provided in this Amendment No. 6, the terms and conditions of the Master Agreement, as amended, remain in full force and effect.

DocuSigned by:
Sam Kramer
A3AEFF18117C415

By: _____
VP of Finance

By: Klein, Ken Digitally signed by Klein, Ken
Date: 2023.12.14 14:45:42
-08'00'

Snohomish County Executive Ken Klein
Executive Director

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Exhibit A-4 Orange Advantage Scope of Work

Orange Advantage Support Subscription

Beginning January 1, 2024, Cartegraph shall provide sixty-four (64) hours of professional services annually to the County's Public Works Department, Department of Conservation and Natural Resources, and Airport. The deliverables will be defined, and agreed upon, by both County and Cartegraph's project managers. Deliverables may include, but will not be limited to the following:

- Training
- Configuration
- Reports
- Automations
- Dashboards
- Consultation
- Imports
- Other services as mutually agreed upon by both County and Cartegraph's project managers

Cartegraph shall provide all services remotely via audio, video, and web conferences unless otherwise noted. The Orange Advantage Scope of Work does not include Work Product.

Exclusions

The following service items are not included in the Orange Advantage Scope of Work:

- Implementation of Cartegraph service for the County Airport.

Exhibit C-5 Orange Advantage
Payment Schedule

Investment Summary

The County shall pay Cartegraph for the following for line items for an Orange Advantage support subscription:

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

No.	Product	Code	Quantity	Price
1	Orange Advantage (64 Hours)	CGORNG	1	USD 12,333.33
Term 8 - 1/1/2024 - 8/31/2024 - Subscription TOTAL:				USD 12,333.33

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

No.	Product	Code	Quantity	Price
1	Orange Advantage (96 Hours)	CGORNG	1	USD 18,500.00
Term 4 - 9/1/2024 - 8/31/2025 - Subscription TOTAL:				USD 18,50.00

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

No.	Product	Code	Quantity	Price
1	Orange Advantage (96 Hours)	CGORNG	1	USD 18,500.00
Term 5 - 9/1/2025 - 8/31/2026 - Subscription TOTAL:				USD 18,500.00

Summary By Term - Includes Services & Subscriptions

Total Year 8	USD 12,333.33
Total Year 9	USD 18,500.00
Total Year 10	USD 18,500.00
TOTAL	USD 49,333.33

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 County, County agrees to pay Cartegraph the Fees as described below.

DELIVERY

Beginning January 1, 2024, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in Exhibit C-5.

SOLUTION SERVICES SCHEDULING

Solution Services will be scheduled and delivered beginning January 1, 2024, 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 Subscription beginning January 1, 2024. The fee for Year 8 as described in this Exhibit C-5 shall be invoiced upon execution of Amendment No. 6.

Payment for Year 9 and Year 10 renewal terms will be due in annual installments prior to the anniversary of September 1st in the amount(s) that follow:

- Year 8: \$12,333.33
- Year 9: \$18,500.00
- Year 10: \$18,500.00

PAYMENT TERMS

- All payments are due Net 30 days from receipt of a correctly completed invoice.
- All payments are to be in U.S. Dollars.
- For customers in the United States, any applicable taxes required at the time of invoice will be determined based on the laws and regulations of the taxing authority(s) governing the County.