

**AMENDMENT 8 TO INTEGRATED FINANCIAL MANAGEMENT SYSTEM
CONTRACT: CONTRACT EXTENSION FOR ONGOING MAINTENANCE AND
SUPPORT**

This Amendment 8 dated effective the 1st day of January, 2020 (the “Effective Date”), to the Contract for Integrated Financial Management System between Snohomish County and SFG Technologies (U.S.) Inc., executed on February 20, 1996 (the “Original Contract”), as subsequently amended by Amendment 1, on May 11, 2000, Amendment 3, on January 15, 2005, Amendment 4, on March 12, 2011, Amendment 5, on February 21, 2012, Amendment 6, on October 2, 2014, Change Order to Amendment 6 on May 6, 2015, and Amendment 7, on December 21, 2017, (together hereafter “the Master Contract”), is made by and between Snohomish County, a political subdivision of the State of Washington (the “County”) and Cayenta, a division of N. Harris Computer Corporation, an Ontario , Canada corporation, hereafter (the “Contractor”), formerly SFG Technologies (U.S.) Inc. (“SFG”).

RECITALS

WHEREAS, the Master Contract has been amended over time to allow for upgrades and continued software support services (the “Support”); and;

WHEREAS, Support is required to support the Integrated Financial System, which is a critical system for all County departments; and

Whereas, the County desires to continue receiving Support from the Contractor, and “Firm Fix” the price for receiving that Support.

AGREEMENT

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

1. Exhibit B: Section 3: Software Services – Term and Payment of the Agreement, as amended by Amendment 4, is herein amended to read in its entirety:

Term: Support will commence on the date of Software Delivery of the Product, as defined in Section 2.14.36 of the Agreement and will continue until the end of the County’s fiscal year. Thereafter, Support will be automatically renewed for successive one (1) year terms, but will not continue beyond December 31, 2023, unless either the Contractor or the County advises the other in writing ninety (90) days prior to the end of the then current term. Support for any particular software product will terminate automatically upon the termination of the License for the product.

Payment The County will compensate Contractor for Support on an annual basis at Contractor's then current support rates. The County's current Support fees for the period January 1 through December 31, 2020 shall be U.S. \$158,982.82 plus applicable Washington State Sales Tax.

Contractor will "Firm-Fix" the annual increase in Support fees at three percent (3%) for the next three (3) years (through 2023). For Third Party software (non Cayenta proprietary software), the Contractor agrees to notify the County at least sixty (60) days prior to each anniversary date of the Support renewal date of any intended change in Third Party Software Fees that is over and above the rate increases stipulated in this section. The Contractor and County will mutually agree in writing to any Third Party rate increases over the stipulated amounts stated in this section prior to payment.

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

2. Section 2.14.18 Defense & Indemnity Agreement shall be deleted and replaced with the following:

- (a) THE AGGREGATE LIABILITY OF CONTRACTOR TO COUNTY FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THE ONGOING SUPPORT AND MAINTENANCE PROVIDED PURSUANT TO THIS AGREEMENT OR THE SUBJECT MATTER OF SUPPORT AND MAINTENANCE UNDER ANY PROVISION, ATTACHMENT OR SCHEDULE TO THIS AGREEMENT, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, TWO (2) TIMES THE AMOUNT OF FEES ACTUALLY PAID BY THE COUNTY TO CONTRACTOR UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
- (b) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO SUPPORT AND MAINTENANCE PROVIDED PURSUANT TO THIS AGREEMENT OR THE SUBJECT MATTER OF SUPPORT AND MAINTENANCE UNDER ANY PROVISION, ATTACHMENT OR SCHEDULE TO THIS AGREEMENT, WHETHER BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH


OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

3. Except as expressly provided in this Amendment 8, all of the terms and conditions of the Master Contract (which include Amendment 1, Amendment 3, Amendment 4, Amendment 5, Amendment 6 and Amendment 7, including exhibits thereto) are ratified and affirmed and remain in full force and effect. This Amendment 8 is incorporated into the Master Contract by this reference; provided that if there is a conflict between any of the terms and conditions contained in the Master Contract and any of the terms and conditions expressly set forth in this Amendment 8, the terms and conditions expressly set forth in this Amendment 8 shall control.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment 8 to be duly executed to take effect as of the Effective Date, notwithstanding the date of execution.


CAYENTA CANADA INC.

By: 
Printed Name: Craig Morrison
Vice President, Customer Support
Date: March 2 / 2020

SNOHOMISH COUNTY

By: Ken Klein
Dave Somers
Snohomish County Executive
Date: 04/07/2020

RECOMMENDED FOR APPROVAL

By: 
Viggo Forde
Director, Department of Information Technology
Date: 3 / 4 / 2020

COUNCIL USE ONLY	
Approved:	<u>3/30/2020</u>
Doc File:	<u>D-7</u>