

**AMENDMENT NO. 1 TO THE INVESTMENT AND DEBT MANAGEMENT
SYSTEM MASTER CONTRACT**

THIS AMENDMENT NO. 1 TO THE INVESTMENT/ AND DEBT MANAGEMENT SYSTEM MASTER CONTRACT ("Amendment No. 1") is entered into as of this 27th day of August, 2014, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Sympro, Inc., a California-based firm, incorporated under the laws of the State of California, duly registered and authorized to conduct business in Washington State ("SYMPRO, INC.").

RECITALS

- A. Whereas, the County and Sympro, Inc. are the parties to that certain Investment and Debt Management System Master Contract (the "Agreement") executed on December 15, 2008; and
- B. Whereas, the County desires to continue receiving software maintenance and support from Sympro, Inc. for the next five (5) years, under the terms and conditions described in this Amendment No. 1.

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 Sympro, Inc. agree as follows:

- 1. Article 5, Term of Agreement, Sub Article 5.1, Term of Agreement, is amended to read as follows:**

Term of Agreement. The initial term of the Agreement shall commence upon execution and continue for one (1) year(s) from the date of Acceptance of the System, and may be extended by the County for five (5) additional one (1) year option terms by providing written notice, and one additional five (5) year term, subject to termination as provided in this Agreement.

- 2. Article 7, Price and Payment, Sub Article 7.1 is amended to read as follows:**

The County shall pay the Contractor One Hundred Forty Three Thousand and Forty Dollars (\$143,040) for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit A. Annual recurring charges for Support and Maintenance Services in years one (1) through three (3) shall remain "Firm Fixed" and not exceed Fifteen Thousand Eight Hundred Forty Dollars (\$15,840), or 18% of the software costs, per year for a total of Forty Seven Thousand Five Hundred Twenty Dollars (\$47,520). Annual recurring charges for Support and

Maintenance Services in years seven (7) through eleven (11) shall be according to Schedule A to Amendment No. 1.

3. A new Sub Article, 19.1 Non-Discrimination is added to Article 19, Compliance With Laws, as Follows:

19.1 Non-discrimination.

County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.


Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

4. Master Agreement

Except as expressly provided in this Amendment No. 1, 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. 1 to be duly executed as of the date set forth above.

SYMPRO, INC.

By: 
Printed Name: Michael Byrne
Title: CEO
Date: 7-7-14

SNOHOMISH COUNTY

By: *[Signature]*
Snohomish County Executive
Date: 8/27/14

RECOMMENDED FOR APPROVAL

By: _____
Director, Department of Information Services
Date: _____

APPROVED AS TO FORM ONLY:

By: *Rebecca Wendling*
Deputy Prosecuting Attorney
Date: 6/19/2014

RECOMMENDED FOR APPROVAL

By: _____
Risk Management
Date: _____

<p>COUNCIL USE ONLY Approved: <u>8-20-14</u> Docfile: <u>D-9</u></p>

Amendment 1 - Schedule A
SymPro Treasury Management Software
Maintenance and Support Fees 2014 through 2019

Investment Portfolio Management Software:

		Tax -9.2%	Annual Total
Annual Maintenance and Support Fee:	\$17,057	\$1,569.24	\$18,626.24
(8/01/2014 – 7/31/2015)			
Annual Maintenance and Support Fee:	\$17,313	\$1,592.80	\$18,805.80
(8/01/2015 – 7/31/2016)			
Annual Maintenance and Support Fee:	\$17,573	\$1,616.72	\$19,189.72
(8/01/2016 – 7/31/2017)			
Annual Maintenance and Support Fee:	\$17,836	\$1,640.91	\$19,476.91
(8/01/2017 – 7/31/2018)			
Annual Maintenance and Support Fee:	<u>\$18,104</u>	<u>\$1,665.57</u>	<u>\$19,769.57</u>
(8/01/2018 – 7/31/2019)			
Totals:	\$87,883	\$8,085.24	\$95,968.24



Date: 6/17/2014

Joe DeMarco
 Regional Sales Manager
 SymPro, Inc.
 510-655-0900 x2224