

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 13-274

APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE  
AMENDMENT 6 TO CSDC SYSTEMS, INC. SOFTWARE LICENSE AGREEMENT FOR  
PERMIT TRACKING SOFTWARE SYSTEM (AMANDA)

WHEREAS, CSDC Systems, Inc., a Delaware corporation, is the creator and vendor of the AMANDA permit tracking software used to input, store, sort, manage, track and analyze building and land use permit and development applications and related information; and

WHEREAS, Snohomish County (the "County") originally purchased the AMANDA Permit Tracking Software System from CSDC Systems, Inc. pursuant to that certain Agreement between the County and CSDC Systems, Inc. dated April 29, 1994; and

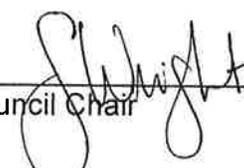
WHEREAS, the County's Department of Planning and Development Services has, at all times since then, actively used the AMANDA Permit Tracking Software to facilitate portions of the County's business operations; and

WHEREAS, the County and CSDC Systems, Inc. have negotiated a Software Support and Maintenance Services Agreement for December 1, 2013 through November 30, 2018. The first year annual maintenance and support shall not exceed the amount of sixty-three thousand, three hundred and four dollars (\$63,304.00) including applicable sales tax. Optional years two through five shall not exceed two hundred seventy-two thousand, seven hundred eighty-seven dollars (\$272,787.00) including optional sales tax, for a combined grand total amount of three hundred thirty-six thousand, ninety-one dollars (\$336,091.00) including applicable sales tax. Based on industry research the price submitted by CSDC Systems, Inc. is considered fair and reasonable and will benefit Snohomish County;

NOW, THEREFORE, ON MOTION, the County Council approves and authorizes the County Executive to execute Amendment 6 to CSDC Systems, Inc. Software License Agreement for Permit Tracking Software System (AMANDA).

PASSED this 7<sup>th</sup> day of August, 2013.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Asst. Clerk of the Council

D-04

## AMENDMENT 6 TO SOFTWARE LICENSE AGREEMENT

THIS AMENDMENT 6 TO THE SOFTWARE LICENSE AGREEMENT FOR PERMIT TRACKING SOFTWARE SYSTEM (this "Amendment 6") is entered into as of this 7<sup>th</sup> day of AUGUST, 2013, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and CSDC Systems, Inc., a Delaware corporation ("CSDC" or "Contractor").

### RECITALS

A. CSDC is the creator and vendor of certain software database products, commonly known as "AMANDA Software," that are used to input, store, sort, manage, track and analyze building and land use permit and development applications and related information.

B. The County originally purchased AMANDA Software pursuant to that certain Agreement dated April 29, 1994 (the "Original Agreement"), by and between the County and CSDC, as successor in interest to Sequent Computer Systems, Inc., an Oregon corporation.

C. Between the date of the Original Agreement and the date of this Amendment 6, the County and CSDC have entered in amendments modifying and/or enhancing the terms of the Original Agreement, including: (i) on or about June 22, 1998, the County upgraded its software license for the AMANDA Software from a per user license to an enterprise license; (ii) pursuant to that certain Contract for Professional Services dated May 14, 2001, the County hired CSDC to make certain enhancements to the County's installation of AMANDA Software; and (iii) pursuant to that certain Master Agreement for the Purchase of AMANDA Software Modules and Related Services, dated August 13, 2007, the County purchased from CSDC certain additional modules, upgrades, enhancements and customizations for the County's installation of the AMANDA Software; (iv) pursuant to that certain Addendum to Software License Agreement dated September 28, 2009, the County purchased from CSDC a license to use the GIS Adaptor Software and related services for the County's AMANDA Software, and; (v) pursuant to that Software License and Services Agreement for Upgrade to AMANDA 5 dated September 27, 2012, the County hired CSDC to make certain enhancements to the County's installation of AMANDA Software and upgrade its software license for the AMANDA Software to AMANDA 5. As modified by these modifications, amendments or additions, the Original Agreement shall be called the "Agreement."

D. The County now desires to purchase maintenance and support services provided by CSDC for all modules covered under the Agreement. The terms and conditions of these maintenance and support services shall be as described in this Amendment 6.

## 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 CSDC agree that the Agreement shall be amended as follows:

1. Original Agreement Exhibit A is amended by removing it in its entirety, and replacing it with Amendment 6, Schedule A – CSDC Annual Maintenance Costs, attached hereto and incorporated by reference.
2. A new subsection “f” is added to Section 2.14.33 of the Original Agreement:
  - f. Upon execution of Amendment 6, annual maintenance and support fees for any future software upgrade and/or addition to the County’s AMANDA Software shall be limited to nineteen percent (19%) of the software upgrade or addition’s price.
3. A new Section 2.14.42-A is added to the Original Agreement to provide as follows:

2.14.42-A. Non-Discrimination.

1) 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.

The Contractor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

## 2) 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. A new Section 2.13.4 is added to the Original Agreement to provide as follows:

### 2.13.4 E-Payment.

The County's preferred method of payment under this Agreement is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpaybles@snoco.org](mailto:SnocoEpaybles@snoco.org) and indicate it was awarded an Agreement with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of an Agreement or purchase order, but not exceeding ten (10) business days.

Department-approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, Agreement payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department-approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS AGREEMENT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, CSDC waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Agreement.

5. Except as expressly amended in this Amendment 6, 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 6 to be duly executed as of the date set forth above.

**CSDC SYSTEMS, INC.**  
By: *Jaime Peschiera*  
Printed Name: JAIME PESCHIERA  
Title: VP GOVERNMENT RELATIONS  
Date: 9 MAY 2013

**SNOHOMISH COUNTY**  
By: *Aaron Reardon* **GARY HAAKENSON**  
~~Aaron Reardon~~ John Lovick Executive Director *for*  
Snohomish County Executive  
Date: 8/8/13

**RECOMMENDED FOR APPROVAL**  
By: *CAW*  
Director, Department of Information Services  
Date: 5/21/13

**APPROVED AS TO FORM ONLY:**  
By: *Stephany M. Domy*  
Deputy Prosecuting Attorney  
Date: 4/22/13

**APPROVED AS TO INSURANCE**  
By: *Liane C. Baer*  
Risk Management  
Date: 7/2/13

COUNCIL USE ONLY	
Approved:	<u>8.7.13</u>
Docfile:	<u>D-4</u>

## Schedule A - CSDC Annual Maintenance Costs



Annual Maintenance Costs					
Snohomish County	Dec 1, 2013 to Nov 30, 2014	Dec 1, 2014 to Nov 30, 2015	Dec 1, 2015 to Nov 30, 2016	Dec 1, 2016 to Nov 30, 2017	Dec 1, 2017 to Nov 30, 2018
Unlimited Users	\$39,994.78	\$41,194.62	\$42,430.46	\$43,703.38	\$45,014.48
AMANDA Cashier	\$3,939.50	\$3,954.69	\$4,073.33	\$4,195.53	\$4,321.39
Enhanced Inspection Deficiency Module	\$2,218.24	\$2,284.78	\$2,353.33	\$2,423.93	\$2,496.64
GIS Adaptor	\$3,090.00	\$3,192.70	\$3,278.18	\$3,376.53	\$3,477.82
IVR Gateway	\$2,218.24	\$2,284.78	\$2,353.33	\$2,423.93	\$2,496.64
AMANDA Permit	\$3,939.50	\$3,954.69	\$4,073.33	\$4,195.53	\$4,321.39
Annual Maintenance Fee For Source Code in Trust	\$1,104.01	\$1,137.13	\$1,171.24	\$1,206.38	\$1,242.67
Executive Monitor (Server)	\$2,500.00	\$2,575.00	\$2,652.25	\$2,731.82	\$2,813.77
Executive Monitor (Named-user licenses) - 5	\$1,500.00	\$1,545.00	\$1,591.35	\$1,639.09	\$1,688.26
Batch Scheduler (Server)	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53
Total	<b>\$83,304.26</b>	<b>\$ 85,203.38</b>	<b>\$67,159.49</b>	<b>\$69,174.27</b>	<b>\$71,249.50</b>

**NOTE**

CPI of 3% is charged for every year based on the last years amounts.  
 As & when additional modules / licenses get added or disabled, CSDC will update the maintenance costs accordingly.  
 Maintenance for any new modules when added will be pro-rated to synchronize with the existing maintenance cycle.