CONSULTANT: CSDC Systems, Inc.

CONTACT PERSON: Dan Mishra, President

ADDRESS: 5800 Ambler Drive, Suite 106
Mississauga, Ontario
Canada L4W 4J4

TELEPHONE/FAX NUMBER: 1-905-206-1296/1-905-206-9558

COUNTY DEPT: Planning and Development
Services

DEPT. CONTACT PERSON: Susan Taylor

TELEPHONE/FAX NUMBER: 1-425-388-3311x2678/1-425-388-3872

PROJECT: AMANDA Enhancement Package

AMOUNT: $6,000.00 plus tax

FUND SOURCE: Planning and Development
Services

CONTRACT DURATION: Sixty (60) Days from Date of
Execution

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into between SNOHOMISH COUNTY (County) and CSDC SYSTEMS (CSDC) as witnessed herewith.

WHEREAS, the County contracted with Sequent Computer Systems Inc. for all services, hardware, software and materials for a Permit Tracking System. The contract was executed April 20, 1994.,

WHEREAS, Sequent Computer Systems, under the terms of the contract, subcontracted with CSDC to provide and license such permit tracking application (IBCS renamed to AMANDA in 1996) software to the County, all warranty, maintenance and enhancement services,

WHEREAS, CSDC provided, and County accepted, said AMANDA software according to the terms of the contract,

WHEREAS, CSDC is the sole source who can make enhancements to AMANDA, and

WHEREAS, the County desires to have enhancements made to AMANDA,

Now, Therefore, the parties agree as follows:

1. **Scope of Service to be Performed by Contractor.** The purpose of this contract and scope of services are as defined in Schedule A, attached hereto and by this reference made a part of this agreement.

2. **Time of Performance.** Time is of the essence. CSDC is to commence work immediately and complete the work (including the performance audit) required by this contract no later than sixty (60) days from date of execution .

3. **Compensation.**

   a.   Upon CSDC's submittal and the County's written acceptance of the enhancements' design specifications, CSDC may submit a properly executed invoice for an amount not to exceed thirty percent (30%) of the contract amount.

   b.   Upon delivery of the complete package of enhancements which meet all design specification requirements for testing by the County, CSDC may submit a properly executed invoice for an amount not to exceed thirty percent (30%) of the contract amount.

   c.   Upon completion of the performance audit, and the County's written acceptance of the enhancements, CSDC will submit a properly executed invoice indicating charges made for the balance of the contract.

d.   Total charges on this project shall not exceed $6,000.00 plus any applicable U.S. sales tax.

4. **Direction and Control.** CSDC agrees that CSDC will perform the services under this agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that CSDC is not entitled to any benefits or rights enjoyed by employees of the County. CSDC specifically has the right to direct and control CSDC's own activities in providing the agreed services in accordance with the specifications set out in this agreement. County shall only have the right to insure performance.

5. **Ownership.** All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall become the property of the County. This paragraph does not apply to application software offered for sale, license or lease to other customers, nor to systems software.

6. **Changes.** No changes or additions shall be made in this contract except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this agreement.

7. **Standards   of   Performance   and   Acceptance   of   Software Enhancements.** Acceptance and approval of the enhancements by the County is governed by the terms of the original agreement for the CSDC system, dated April 20, 1994 with Sequent Computer Systems as the Primary Contractor for RFP 06-93 and by this reference made a part of this agreement.   Section 2.14.37 of the original agreement establishes a standard of performance which must be met before any of the software is accepted by the County. It is also applicable to any modifications and

upgrades which are added, or field modified after completion of a successful Performance Period.

To be considered ready for use, CSDC shall demonstrate to the acceptance of the County, using a performance audit of the installed software and system data files, that CSDC's Permit Tracking System software performs to the standards as specified elsewhere in this contract. The County shall provide written notice of acceptance. Any required software modifications to meet the requirement of the County or State shall be subject to the same acceptance audit and shall not be accepted until such time as the modifications meet the requirements.

The Performance Period shall begin when the System has been successfully tested for a period of 45 consecutive days occurring after the installation of the system. The system shall perform as specified in CSDC's proposal. A component of the system that adversely affects other previously accepted components of the system will not be accepted until the performance or other problem has been resolved to the satisfaction of the County. The County shall provide written notice of successful performance.

Future modifications, upgrades and new sub-systems will be subject to Performance Period testing as applicable to those individual systems. CSDC guarantees that any future enhancements will not impact the operating performance of previously approved software.

8. **Access to Books/Records.** The County may, at reasonable times, inspect the books and records of CSDC relating to performance of this agreement. CSDC shall keep all records required by this contract for five years after termination of this contract for audit purposes.

9. **Hold Harmless.** CSDC shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including any of its employees, arising out of the performance of this contract, except that caused by negligence and/or willful misconduct solely of Snohomish County and its employees acting within the scope of their employment. CSDC shall hold harmless from and indemnify Snohomish County against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this contract or any act, error or omission of CSDC, CSDC's employees, agents or subcontractors, whether by negligence or otherwise.

CSDC's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action error or omission or breach of any common law, statutory or other delegated duty by CSDC, CSDC's employees, agents, or subcontractors.

10. **Insurance Requirements.** If applicable, attached hereto and by this reference made a part of this agreement.

11. **Compliance with Laws.** CSDC shall comply with all applicable federal, state and local laws, rules, and regulations in performing this contract.

12. **Termination.**
    a.   If CSDC breaches any of its obligations hereunder, and fails to cure the same within five days of written notice to do so by the County, the County may terminate this contract, in which case the County

CONSULTANT:	CSDC Systems, Inc.
CONTACT PERSON:	Dan Mishra, President
ADDRESS:	5800 Ambler Drive, Suite 106 Mississauga, Ontario Canada L4W 4J4
TELEPHONE/FAX NUMBER:	1-905-206-1296/1-905-206-9558
COUNTY DEPT:	Planning and Development Services
DEPT. CONTACT PERSON:	Susan Taylor
TELEPHONE/FAX NUMBER:	1-425-388-3311x2678/1-425-388-3872
PROJECT:	AMANDA Enhancement Package
AMOUNT:	$6,000.00 plus tax
FUND SOURCE:	Planning and Development Services
CONTRACT DURATION:	Sixty (60) Days from Date of Execution

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upgrades which are added, or field modified after completion of a successful Performance Period.

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CSDC's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action error or omission or breach of any common law, statutory or other delegated duty by CSDC, CSDC's employees, agents, or subcontractors.

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12. **Termination.**

   a.   If CSDC breaches any of its obligations hereunder, and fails to cure the same within five days of written notice to do so by the County, the County may terminate this contract, in which case the County

shall pay CSDC only for the costs of services accepted by the County, in accord with the schedule contained in section 3.

b. The County may terminate this contract upon fifteen (15) days written notice to CSDC for any reason other than stated in subparagraph a. above, in which case the County shall pay CSDC for all cost incurred by CSDC in performing the contract in accord with the schedule contained in section 3.

c. Termination shall not affect the rights of the County under any other paragraph herein.

13. **Notice**. Notice will be deemed as given when made in writing, signed by the project contact, and after 3 days of having been mailed with pre-paid first class postage via the United States Post Office addressed to the other party's project contact, or immediately upon delivery at the other party's principle place of business during normal business hours.

14. **Anti-Disabling Function Warranty.** Contractor warrants that no illicit code, date block, time-bomb, Trojan horse, encrypted Software Keys, back door, or remote disabling functions exist or are included in the product provided to the County. If any such items are discovered or experienced, Contractor will pay $1000 a day to County as liquidated damages, until such time as it is proven that item is removed and that product is functioning to contract performance requirements. The parties agree that the stated amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by such functions and that the actual harm is incapable or very difficult to estimate accurately. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

15. **Virus Warranty.** Contractor warrants that the Software or result of services product, as delivered by non-internet means, as available for download on Contractor's web-site, or as internet delivery is initiated, does not contain any malicious code, program, or other internal component (e.g. virus, worm, or similar component), which 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 product. Contractor shall immediately advise County in writing upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. Contractor shall indemnify and hold County and its stakeholders harmless from any damage resulting from the harm described above.

16. **Nonassignment.** Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement or any of Contractor's assets essential for performance of this Agreement without the prior express written consent of Snohomish County.

17. **Conflicts Between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.
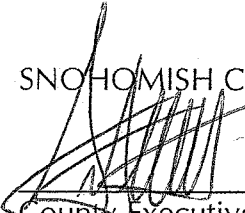
18. **Governing Law and Venue.** This Agreement shall be governed by the substantive laws of the state of Washington, without reference to conflict of law principles. However, if the Uniform Computer Information Transaction Act (UCITA) or any substantially similar law is enacted as part of the law of the state of Washington, said statue will not govern any aspect of this Agreement or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. Any lawsuit regarding this contract must be brought exclusively in Snohomish County, Washington.

19. **Severability.** Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect, so long as the agreement remains consistent with the original scope of the project and intent of the parties.
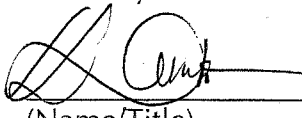
20. **Entire Agreement.** This document's written provisions and terms, together with its attached Schedules, constitute the entire agreement between the parties. It supersedes all prior verbal statements of the parties, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this agreement.

This agreement is executed this ___14___ day of ___May___, 2001.

SNOHOMISH COUNTY: CSDC Systems:

_____ / 6/15/01   _____ / 05 14/01
County Executive   Date   (Name/Title)   Date
STEPHEN L. HOLT   Senior V.P.
Executive Director

Approved as to form only:

_____ /5/7/01
Deputy Prosecuting Attorney   Date

Ruth A. Robinson

Schedule A

SCOPE OF SERVICE

Purpose of the contract:

Prior to October 15, 2000, PDS distributed a form named SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICES TRANSACTION STATEMENT to their fee-paying customers This form contained valuable information and provided essential business communication to their customers. This form was created for PDS per their requirements and installed with the original IBCS (now AMANDA) installation. As a result of the installation of a connected cash register module with the AMANDA upgrade in October of 2000, this form could not be used. PDS desires a modification to the AMANDA system that will allow them to print this form for distribution to their fee-paying customers.

Scope of work:

CSDC will add a button labeled "Print Trxn Stmt" to the Folder Fee window.

Functionality of the button: Prints a form called "SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICES TRANSACTION STATEMENT" attached as Exhibit A.

Specifications for the form's fields are attached as Exhibit B.

EXHIBIT A

SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICES
TRANSACTION STATEMENT

For faster service in person or by phone please refer to Project File#   **01 101520 RK**

Applicant Name: Frederick Charles Construction, Inc.

Assessor Property ID#: 004010-000-066-00

You have applied for: Residential Permit - Combo

Building Type: Single Family Res-Combo

Cashier Ref#:   **443651**

Residential Construction Only

Call on or after March 28, 2001] to check the status of your application.
Call (425) 388-3311 Ext. 2475.

Fees collected Feb 21, 2001:

2110	2110-Plan Check Fee	$536.74
2291	2291-Site Review	$100.00

Estimate of Additional fees due at issuance.

(Estimate may vary depending upon review results)

2210	2210-Permit Fee	$825.75
2250	2250-Mechanical	$15.00
2260	2260-Plumbing	$77.00
2280	2280-Base Fee	$35.00
3010	3010-State Surcharge	$4.50

Total	$636.74

Total	$957.25

5TH floor, Administration Bldg., M/S 604, 3000 Rockefeller Ave., Everett, WA 98201-4046

Notes about form fields.	
1. Heading. Note: Ignore logo. It is preprinted on the paper.	1
2. Project file number. Note: Section and Revision fields print if data present and with spaces between fields for readability.	2 3 4 5 6 7
3. Applicant Name, Probably have to be the first instance of the folder's primary people type.	8
4. Property.PropertyRoll (linked by Folder.PropertyRSN)	9
5. ValidFolder.FolderDesc	10
6. ValidSub.SubDesc	
7. Cashier Ref#. FolderRSN. This is the suggested location. The fee zone would have to be reduced to accommodate this placement. CSDC and PDS to agree on the field location prior to work commencing on the form.	
8. This is a customizable section. PDS can customize by permit type and put in a title for that section, a process code number and particular field and text pertinent to the permit. The customization currently takes place by our clicking on the Trans. Card button in the window where we set up folder defaults. If there isn't a matching process code line in the folder, this section doesn't print. Note: Source printer and tray are also designated in that folder defaults window. CSDC and PDS to agree on the method of determining the source printer prior to work commencing on the form.	11 12
9. Left side of fee zone. List of fees on this bill.	
10. Right side of fee zone. List of unbilled, unpaid fees for this permit. Cancelled bills will be excluded.	
11. Total line.	
12. Footer	

SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICES

TRANSACTION STATEMENT

For faster service in person or by phone please refer to Project File# 01 101520 RK.

Applicant Name: Frederick Charles Construction, Inc.

Assessor Property ID#: 004010-000-066-00

You have applied for: Residential Permit - Combo

Building Type: Single Family Res-Combo

Cashier Ref#: 443651

Residential Construction Only

Call on or after March 28, 2001] to check the status of your application.
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3010	3010-State Surcharge	$4.50

Total $636.74

Total $957.25

5TH floor, Administration Bldg., M/S 604, 3000 Rockefeller Ave., Everett, WA 98201-4046

3000 Rockefeller, M/S 709
Everett, Washington 98201

Advice of Charge   Advice of Charge #:5659

Sold To: PDS PLANNING & DEVELOPMENT SERVICES

DIS Acct: 1033   General Ledger Fund Code: 193505510

Balance Sheet
Acct: 3100

SERVICES FOR THE MONTH OF :   May , 1998

Description	Amount	Comment
Data Processing Misc. Services	$44,587.11	Enterprise AANDA License/Annual Maintenance Fee
Internet Services	$200.00	
Mail Services/Express Mail	$17.50	
Mail Services/Postage	$5,032.21	10,817 Pieces of Mail
PC Training Services	$400.00	
Print/Copy Services	$3,391.66	
Telephone Services	$9,996.45	

Advice of Charge Amount:	$63,624.93
Shipping:	$0.00
Advice of Charge Total Amount:	$63,624.93

FOR INFORMATION REGARDING THESE CHARGES CONTACT ELAINE, DIS
ADMINISTRATIVE SERVICES / ACCOUNTS RECEIVABLE AT (206) 388-3405

EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING:		TO:	COUNCIL CHAIRPERSON:
EXECUTIVE	Aaron G. Reardon		SNOHOMISH COUNTY COUNCIL
EXEC. DIR.	Peter Camp		
DIRECTOR/ELECTED	Craig R. Ladiser		EXECUTIVE RECOMMENDATION:
DEPARTMENT	Planning & Dev Serv.		
DIV. MGR.	Barbara Mock		
DIVISION	Director's Office		
ORIGINATOR	Barbara Mock		

EXECUTIVE RECOMMENDATION:

___ Approve   _____ No Recommendation

_____ Further Processing

_____ Requested By _____

DATE October 19, 2006   EXT. 2197

_____   /   /

Executive Office Signature
CEO Staff Review _____ 10 /26/06
Received at Council Office   /   /

DOCUMENT TYPE:

_____ BUDGET ACTION:

    _____ Emergency Appropriation

    _____ Supplemental Appropriation

    _____ Budget Transfer

__X__ CONTRACT:

    __X__ New

    _____ Amendment

_____ GRANT APPLICATION

_____ ORDINANCE

    ___ Amendment to Ord. # _____

_____ PLAN

_____ OTHER

DOCUMENT / AGENDA TITLE:

Contract for Professional Services to implement software enhancements for the existing AMANDA Cashiering system (previously known as One Stop) and create a comprehensive PDS training manual covering all features in the AMANDA Cashiering Module.

APPROVAL AUTHORITY:

EXECUTIVE **X**   COUNCIL _____

CITE BASIS **3.04.140(2) & 3.04.180**

HANDLING: NORMAL ___   EXPEDITE ___   URGENT **X**   DEADLINE DATE **10/31/06**

PURPOSE:

To provide software enhancements to the existing AMANDA Cashiering Module that will allow for PDS cashiers to have the ability to select a separate People record per Payment record and the ability to select Bills in the Cashiering Module while processing a transaction for permit customers. Additionally development of a comprehensive PDS training manual will allow for staff to be trained on a consistent basis.

BACKGROUND:

- PDS uses AMANDA (a relational database implemented in 1994) to manage work flow associated with the land use permitting processes.
- PDS purchased the AMANDA Cashiering Module in October 2000, and uses this module to process permit fees and payments received during the permit review process.
- In 2003, PDS reengineered the business process associated with the preparation of permits for issuance.
- Bills are created in the permit folders and paid by customers at the time of submittal and issuance.
- Customers can pay bills at different times during the permit process and pay portions of bills with cash, check, money orders or credit cards.
- A software enhancement is necessary that will allow for multiple payer names and tender types for payment transactions. CSDC is the only vendor who can provide this modification.
- Without this enhancement PDS accounting and technical staff will continue to spend time reconciling transactions and fixing duplicate records.
- Development of a training manual is necessary to assure that accounting and cashiering staff understand how the software is designed to function as well as providing information for new AMANDA users.

1

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU		CURRENT YR	2ND YR	1ST 6 YRS
1 93		39,000		
	TOTAL	39,000		

REVENUE: FUND, AGY, ORG, REV, SOURCE		CURRENT YR	2ND YR	1ST 6 YRS
	TOTAL	0		

DEPARTMENT FISCAL IMPACT NOTES:

Funds are included in the adopted 2006 PDS budget.

BUDGET REVIEW: Analyst _Se_   Administrator _____   Recommend Approval _____

CONTRACT INFORMATION:

ORIGINAL   **X**   CONTRACT # _____   AMOUNT   **$39,000**

AMENDMENT   ___   CONTRACT # _____   AMOUNT   **$** _____

CONTRACT PERIOD:

ORIGINAL   Start **07/01/06**   End   **12/31/06**

AMENDMENT   Start _____   End   _____

CONTRACT / PROJECT TITLE:

Contract for the Purchase of Software Enhancements and Training Services for AMANDA Cashiering

CONTRACTOR NAME & ADDRESS (City/State only):

CSDC Systems Inc. – Jaime Peschiera
Richmond, BC -- Canada

APPROVED:

RISK MANAGEMENT   Yes _Se_   No _____

COMMENTS   _On File_ _____

PROSECUTING ATTY – AS TO FORM: Yes __X__   No _____

OTHER DEPARTMENTAL REVIEW / COMMENTS:
Bob Von Wolffradt

David Gibson   (Proprietary Vendor)

ELECTRONIC ATTACHMENTS : (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)
G:\Ecaf\dept\05_pds\One_Stop_Cashiering_ECAF.doc
G:\Ecaf\dept\05_pds\Cashiering_Contract
G:\Ecaf\dept\05_pds\Cashiering_Fiscal_Implications.xls
G;\Ecaf\dept\05_pds\CertofIns

NON-ELECTRONIC ATTACHMENTS:

3 copies of Approved as to Form Contract

Fiscal Impact Worksheet

Certificate of Insurance

2

CONTRACT FOR THE PURCHASE OF SOFTWARE ENHANCEMENTS & TRAINING SERVICES

THIS AGREEMENT (the "Agreement") between SNOHOMISH COUNTY (the "County"), a political subdivision of the State of Washington and CSDC Systems Inc., a Canadian limited liability corporation (the "Contractor").

In consideration of the mutual benefits and covenants contained in this Agreement, the parties agree as follows:

1. Scope of Service to be Performed by Contractor. The Contractor shall perform the services set forth and defined in Appendix "A" attached hereto and incorporated by reference as if set forth in full.

2. Time of Performance. The Contractor will conduct training on the earliest possible dates mutually agreed between the County and the Contractor. All software enhancements shall be installed and all training shall be completed not later than December 31, 2006 or by another agreed upon date between the parties.

3. <u>Compensation.</u> The County will pay the Contractor a total amount not to exceed **$ 39,000.00** for the software enhancements and training services. The Contractor will submit a properly executed invoice for the costs of provided services shown in Appendix A. Travel dates are to be mutually agreed upon at the Contractor's quoted rate as listed in Appendix A and are to be approved by the County prior to site visits to Snohomish County. The Contractor shall only be compensated for the software enhancements and the actual time spent providing services, and for any work the County accepts pursuant to Section 9 of this Agreement.

4. <u>Ownership.</u>
   A.   All reports, plans, specifications, all forms of electronic media and data, and documents produced in the performance of this Agreement are the property of the County.
   B.   All title and rights of ownership in the Software and Software Documentation remain with the Contractor and are protected by copyright, patent and/or trade secret laws. The County agrees to take all reasonable steps necessary to protect the Contractor's proprietary rights in the Software and Software Documentation including, but not limited to, the proper display of copyright, trademark, trade secret, and other proprietary notices on any copies of the Software.

5. <u>Grant of License.</u> Subject to the provisions of this Agreement, the Contractor hereby grants to the County and the County hereby accepts from the Contractor a perpetual, personal, non-transferable, and non-exclusive license to use the AMANDA Cashiering Enhancement Software for the County's internal business purposes. The County may make a reasonable number of back-up copies, not to exceed two (2) copies, of the AMANDA Cashiering Enhancement Software for use as part of the County's disaster recovery plan.

6. <u>Source Code and Confidentiality.</u> The Contractor acknowledges its ongoing duties and obligations under the Source Code and Confidentiality Agreement as signed by the Contractor and the County on April 20, 1994. A copy of which is attached to this Agreement as Appendix B and is incorporated by reference.

7. <u>Public Disclosure Requests.</u> In the event that the County receives a request to disclose the software and/or any software documentation pursuant to Chapter 42.56 Revised Code of

Washington (the Public Records Act), the County's sole obligations shall be to: 1) notify the Contractor as soon as the public disclosure request is made; and 2) refrain from disclosing such records for a period of up to ten business days to provide the Contractor an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. The County shall not be required to join in any legal proceedings arising under such a circumstance, unless so required by the court. In the event the County is required to join in legal proceedings, the Contractor agrees to reimburse the County for its costs and reasonable attorneys' fees incurred in defending the same.

8. <u>Amendments</u>. Upon mutual written agreement of the parties, the Agreement may be amended as to terms of performance, compensation, or other matters, provided that total compensation is not increased. Any such amendment shall become effective only when set out in writing and signed by the Contractor and Project Manager. Total compensation shall not be increased without a fully executed amendment to this Agreement.

9. <u>Notices</u>.

 A. Written notices from the Contractor to the County shall be mailed to:

> Snohomish County
> Department of Planning and Development Services
> Attn.: Barb Mock
> 3000 Rockefeller Avenue, M/S 604
> Everett, WA 98201

 B. Written notices from the County to the Contractor shall be mailed to:

> CSDC Systems, Inc.
> Attn.: Jaime Peschiera
> 3031 Viking Way, Suite 108
> Richmond, BC V6V 1W1

10. <u>Project Manager</u>. The Project Manager for the County for this Agreement shall be:

Name: Barb Mock

Title: Business Process and Technology Manager

Department: Planning and Development Services

11. <u>County Review/Approval</u>. Upon submittal of any report or other information required by the scope of work the County may, following review by the County, accept such work or reject it, or request such modification or additions as it deems appropriate. Payment for such work will not be made until the work is accepted by the County. <u>The County shall have fifteen (15) working days to notify CSDC in writing that the work is not acceptable, or that modifications are being requested. If, after 15 days, no written notification has been received by CSDC from the County Contact, the work shall be deemed acceptable.</u>

12. <u>Access to Books/Records</u>. The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. The Contractor shall keep all records required by this Agreement for seven years after termination of this Agreement for audit purposes.

13. <u>Hold Harmless</u>. The Contractor shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including any of its employees, arising out of the performance of this Agreement, except that caused by negligence and/or willful misconduct solely of Snohomish County and its employees acting within the scope of their employment. The Contractor shall hold harmless from and indemnify Snohomish County against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents or subcontractors, whether by negligence or otherwise.

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

14. <u>Subcontracting and Assignment Prohibited</u>. The Contractor shall not subcontract or delegate any of the rights, duties or obligations under this Agreement without prior express written consent of the County. The Contractor shall not sublet or assign any of the rights, duties, or obligations under this Agreement without prior written consent from the County. Because the Contractor is

the sole proprietor of the AMANDA Software, it is imperative to the County that solely the Contractor provides all software enhancements to AMANDA and all training to County staff relating to the software enhancements.

15. Insurance Requirements.

A. The Contractor shall obtain and maintain continuously at its own expense liability insurance appropriate to the activity and/or other insurance necessary to protect the public within the limits of liability for the term of this Agreement, Commercial General Liability insurance with an additional insured endorsement:

1. Minimum limit coverage shall be $1,000,000 combined single limit/bodily injury and property damage and shall be written on an occurrence basis. Claims-made Commercial General Liability insurance will not be accepted;

2. Endorsements shall name Snohomish County, its officers, elected officials, agents and employees as an additional insured and shall not be reduced or cancelled without thirty (30) days' written prior notice to the County;

3. Such insurance shall be endorsed to include a "Cross Liability Endorsement," "Severability of Interests," or "Separation of Insureds" provision indicating essentially that:

a. Except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought; and

b. Each entity entering to this Agreement and any contract incorporating this Agreement will be treated as though the Contractor's coverage applied separately to each entity, with the exception of limits coverage. The cross liability endorsement will apply only to liability, errors and omissions caused by the Contractor, its employees, officers, directors, or volunteers.

B. If the Contractor is providing a professional service, Professional Liability/Errors and Omissions Insurance is required:

1. Minimum limit coverage shall be $1,000,000 per occurrence;

2. The policy shall have a retroactive date prior to or coincident with the date of this Agreement, and the policy shall state the retroactive date. The Contractor shall maintain coverage for the duration of this Agreement and for a minimum of three (3) years following termination of this Agreement. The Contractor shall annually

provide the County with proof of renewal. If renewal of the coverage becomes unavailable, or economically unavailable (i.e. premiums quoted exceed ten percent of the limits of liability), the Contractor shall notify the County in writing of such unavailability and shall secure comparable coverage from another carrier acceptable to the County prior to expiration of the existing policy.

C.   If this Agreement includes any activities requiring the use of a vehicle, the Contractor shall also obtain and maintain continuously for the term of this Agreement, at its own expense, automobile liability insurance in the amount of at least $1,000,000 combined single limit.

D.   The Contractor shall provide or purchase Workers' Compensation Insurance coverage to meet the Washington State Industrial Insurance regulations. The County will not be responsible for payment of Workers' Compensation premiums for any other claim or benefit for the contractor, its employees, or consultants which might arise under the Washington State Industrial Insurance Laws.

E.   Insurance shall be placed with insurance carriers licensed to do business in the state of Washington, and with carriers subject to the approval by the County. Insurance carriers providing insurance in accordance with this Agreement shall be acceptable to the County, and shall have an AM Best rating of A:VII or better.

F.   The County maintains the right to receive a certified copy of all insurance policies.

G.   The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice has been given to the County.

H.   Prior to execution of this Agreement, the contractor shall provide the County with a certificate of insurance outlining the required coverages, limits, and additional insured requirements.

16. Legal Requirement. The Contractor shall comply with all applicable federal, state and local laws in performing this agreement.
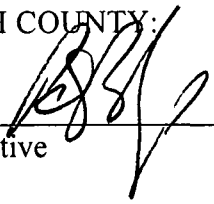
17. Independent Contractor. The Contractor agrees that Contractor will perform the services under this agreement as an independent contractor and not as an agent, employee, or servant of the County. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor specifically has the right to direct and control Contractor's

own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance.

18. <u>Conflicts between Attachment and Text of this Agreement</u>. Should any conflicts exist between Attachment A and the text of this Agreement, the text of this Agreement shall prevail.

19. <u>Governing Law and Stipulation of Venue</u>. This agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in the Superior Court for Snohomish County, Washington.

20. <u>Exercise of Rights or Remedies</u>. Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing the right at any future time.

21. <u>Severability</u>. Should any clause, phrase, sentence or paragraph or this agreement be declared invalid or void, the remaining provisions shall remain in full force and effect.

22. <u>Termination</u>.
   a. If the contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the costs of service accepted by the County.
   b. The County may terminate this Agreement upon thirty days written notice to the Contractor for any reason, in which case the County shall pay the Contractor for all costs incurred by the Contractor in performing this Agreement up to the time of termination in accord with contract tasks accomplished in accord with the agreed upon contract schedule.
   c. Termination shall not affect the rights of the County under any other provisions on this Agreement.

23. <u>Entire Agreement</u>. This document, including Appendix A, constitutes the entire agreement between the parties.
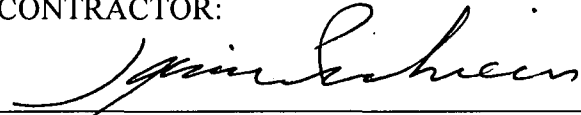
This Agreement is dated this _17th_ day of _October_ 20_06_

SNOHOMISH COUNTY:

_____
County Executive   PETER B. CAMP
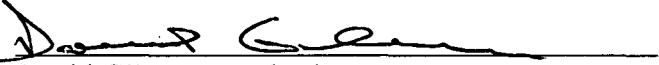   Executive Director
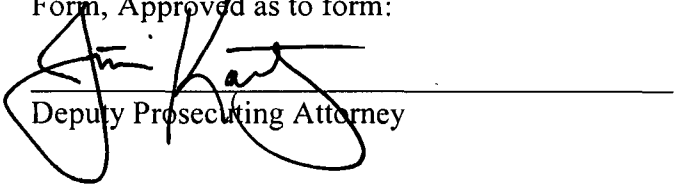
CONTRACTOR:

_____
(Name/Title)

JAIME PESCHIERA
_____
VICE PRESIDENT
WESTERN DIVISION

Reviewed by Purchasing:
Approved (X)   Other (—)

_____
David Gibson, Purchasing Manager

Form, Approved as to form:

_____
Deputy Prosecuting Attorney

APPENDIX A
STATEMENT OF WORK

AMANDA Cashiering Enhancements Overview

Snohomish County Department of Planning and Development Services (PDS) has previously purchased software products and software enhancements from CSDC Systems, Inc. (the Contractor). PDS has the intent of purchasing additional enhancements to its AMANDA Cashiering System, (previously known as OneStop) to improve its use by PDS staff. These enhancements were developed by the Contractor expressly to meet the needs articulated by PDS.

Specifically, PDS staff needs the ability to: 1) select a separate People record per Payment record; and 2) select Bills in the Cashiering Module while processing a transaction in Cashiering.

A business case for the ability to associate a different payer name for each payment within the same receipt has been established. PDS has a business need to process multiple payer names and tender types for payment transactions. The software enhancement must allow multiple payers in a single receipt as well as allowing Cashiering staff add additional payer names. This enhancement is needed to accurately provide refunds to individual customers who pay portions of bills with cash, check, money orders or credit cards.

The goal of the bill selection enhancement is to address the business case where a folder has more than one unpaid bill due to business process improvements implemented in PDS October 2003. Cashiers need the ability to view all unpaid bills for a folder, select which bill or bills the customer will be paying, and post the payment to the bill number at the time of payment in the OneStopLine table.

Deliverables:

1. Separate People record per Payment Record – provide SQL code, AMANDA 4.4 table and schema changes in deployment scripts implementing the ability for multiple payers to be identified on the same receipt and to add new payer names as needed. Insure code and table changes produce accurate refunds to customers who may have paid portions of bills by any one of several tender types.
2. Select one or more Bills in Cashiering Module – provide SQL code, AMANDA 4.4 table and schema changes in deployment scripts implementing the ability for cashiers to capture the bill number to be paid at the time of payment. Furnish a screen change allowing cashiers to see all bills that are unpaid for the entered folder and select the bill the customer will be paying.
3. Deploy subject enhancements to AMANDA 4.4 test system at Snohomish County.
4. Training for PDS staff.
5. Complete Training Manual of the updated Cashiering Module including enhancements.

6. CSDC will continue to maintain the AMANDA Cashiering Enhancements in accordance with the current agreed upon maintenance and support agreement between the CSDC and the County.

AMANDA Cashiering Implementation and Training

AMANDA Cashiering Implementation and Training consists of four activities:

1. AMANDA Cashiering Enhancement Review. This activity consists of a demonstration of the enhanced AMANDA Cashiering module to PDS staff by the Contractor. There will be a review with PDS cashiers, accounting staff, and supervisors to validate business rules, workflow, external constraints, organizational relationships, and reporting requirements of PDS. The County will have 15 working days to test the AMANDA Cashiering Enhancements after the review to accept or reject the enhancements. This will insure that AMANDA Cashiering enhancements on AMANDA 4.4 have been developed to meet PDS's requirements prior to the preparation of the training and user manual.

2. Training Manual. The Contractor will prepare a comprehensive PDS training manual covering all features of the AMANDA Cashiering module as it is implemented in AMANDA release 4.4.

3. AMANDA Cashiering Training. The Contractor will conduct on-site training at Snohomish County PDS using the training manual on the existing test system, provided by the County.

4. Notice to CSDC. PDS will have 30 working days after implementation in production to provide in writing any deficiencies related to the enhancement.

Scope of Services for AMANDA Cashiering System Implementation and Training:

1) The Contractor will provide staff to perform the AMANDA Cashiering Enhancement Review over a period as outlined in "Duration and cost breakdown of services to be performed by Contractor," below.
2) PDS and the Contractor will work together to identify, prior to beginning the AMANDA Cashiering Enhancement Review, all PDS personnel that are required for interviews and/or technical assistance during the AMANDA Cashiering Enhancement Review.
3) The AMANDA Cashiering Enhancement Review work will be performed on regular work days, Monday through Friday, and the work will not be conducted on holidays observed by the County.
4) The review period will be mutually agreed on in advance and based on availability of necessary County personnel.
5) Training will be conducted by a trainer or trainers provided by the Contractor.
6) AMANDA Cashiering Training will be performed over a period as outlined in "Duration and cost breakdown of services to be performed by the Contractor," below.

7) Materials necessary for the training course include Snohomish County data and County installed software for training facility computers, and one copy of all manuals or related instructional materials for each trainee which will be placed on a CSDC ftp site identified by the Contractor prior to conducting the training course(s).

8) The Contractor is responsible for providing electronic training materials. PDS may download and copy the training materials at its discretion.

9) PDS is responsible for preparing, installing and configuring all data and software required for training, in advance of beginning of training with the assistance of the Contractor.

10) The County will provide a training facility for up to 11 trainees at a time, plus one instructor, with at least 12 computers in the facility.

11) The County will provide technical support and assistance with installation of software and data required for training.

12) The County will provide other training equipment as requested by the Contractor in advance of the beginning of training.

13) The County will be provided with an electronic version of the manual at least one week prior to training sessions. It will be the responsibility of the County to print the training materials and provide them for the training sessions. It will be the responsibility of the Contractor to provide the printed manuals if the electronic form is not provided at least one week prior to the training sessions.

14) On site training by the Contractor will consist of one day of 2 sessions. Each session will be no longer than four hours in duration.

15) Training dates will be scheduled regular work days, Monday through Friday. Training will not be conducted on any holiday observed by the County.

16) Training dates are to be mutually agreed on in advance by the Contractor and the County.

Assumptions

The Contractor assumes and County agrees to the following:

1. The installation of AMANDA 4.4 is a pre-requisite for the Development and Testing of the enhancement.

2. PDS staff participating in the project must have good understanding of their existing business flow.

3. Training of PDS staff will be the responsibility of the Contractor.

4. User Acceptance Testing will be the responsibility of PDS.

5. PDS will be dedicating to the project the appropriate staff to help the project go forward according to the set schedule.

6. Use of the AMANDA Cashiering Enhancements by the County is governed by the terms of the original agreement for the CSDC system, and any subsequent amendments thereto, dated April 20, 1994 with Sequent Computer Systems.

Duration and cost breakdown of services to be performed by Contractor:

Task Name	Duration	Contract Costs
1. Separate People record per Payment record Enhancement	2 days	$ 2,640
2. Select one or more bills in Cashiering Module Enhancement	15 days	$ 19,800
3. AMANDA Cashiering Enhancement Review	1 day	$ 1,320
Travel Expenses (not to exceed)		$ 240
4. Training Manual	10 days	$ 13,200
Travel Expenses (not to exceed)		$ 240
6. Conduct Training at Snohomish County	1 day	$ 1,320
Travel Expenses (not to exceed)		$ 240
Total		**$ 39,000**

APPENDIX B

EXHIBIT E. SOURCE CODE AND CONFIDENTIALITY AGREEMENT

Whereas Sequent Computer Systems Inc. (Prime Contractor) has subcontracted with CSDC to license CSDC Software to Snohomish County under the terms of a Prime Contract for a Community Development Permit Tracking System executed by Sequent Computer Systems Inc. on _____;

And whereas under the Prime Contract, CONTRACTOR will provide to the COUNTY a copy of the CSDC source code (on a sealed tape) for the Permit Tracking application installed on the COUNTY's computer system.

And whereas the terms of said Prime Contract prohibit the COUNTY, or any other third party hired by the COUNTY or any other company, from accessing the source code (hereinafter referred to as the "source") without the prior written consent of the Prime CONTRACTOR.

Now therefore witnesseth that pursuant to the aforesaid Prime Contract and in addition thereto the COUNTY and CSDC hereby undertake, covenant, and agree as follows:

1. CSDC agrees that it will provide a certified updated copy of the source on a sealed tape after each release of the software in return for the previous release, as long as a valid maintenance contract is in existence. The COUNTY agrees that it will not make use of the source under any circumstances unless CSDC can no longer provide support, due to bankruptcy or any inability to provide maintenance services. Only in the above case shall the COUNTY have absolute right to access the said source and the absolute right to possession and use of the said source for the exclusive use of the COUNTY.

2. The COUNTY hereby agrees and acknowledges that the source which it has in its possession in connection with the Permit Tracking application provided by CSDC is the property of CSDC and is confidential and proprietary and that disclosure of or access of the source for the purpose of modification or copying without the prior written consent of CSDC may cause CSDC to suffer considerable damages.

3. The COUNTY undertakes to hold the source in strictest confidence and that it will not make use of the source for any reason or authorize any access to the source without the prior written consent of CSDC or for reasons stated in clause 1 above.

4. The COUNTY undertakes that only CSDC and its authorized employees and agents requiring access to the source in the performance of their duties will be granted access to the source.

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5. The COUNTY undertakes to indemnify CSDC against any and all losses and costs (including reasonable legal fees) which CSDC may incur by reason of the COUNTY's breach of any term, provision, covenant, warranty, or representation contained in this undertaking or in connection with the enforcement of this undertaking or any provision of it.

6. The COUNTY undertakes that neither it nor any individual associated with it or any other company (other than CSDC) will attempt to reproduce or copy any source at any time, nor will it attempt to move any of the source away from the COUNTY's site.

7. The COUNTY undertakes to permit CSDC visual inspection of the sealed tape containing source code for the Permit Tracking application upon request by CSDC.

8. CSDC agrees that it will provide service directly to the COUNTY at the COUNTY's sole option as provided in Prime Contract, Exhibit D, Sections 4-b, 4-c, and 4-d. Upon cancellation or expiration of a valid maintenance contract, the COUNTY must return any source code kept in trust under this Agreement.

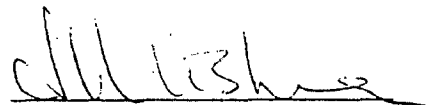Executed this _20th_ day of _April_, 1994.

COUNTY OF SNOHOMISH: CSDC:

By: _____   By: _____

Robert J. Drewel   _____
Snohomish County Executive   Title

Reviewed by Risk Management
Approved (_X_ Other ( )
_____
_____

D-4

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 09-540

APPROVE AND AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE AMENDMENT
FOUR TO THE MASTER CONTRACT FOR PERMIT TRACKING SYSTEM (AMANDA)

WHEREAS, the County originally purchased the AMANDA Software pursuant to the
Master Contract dated April 29, 1994, by and between the County and CSDC, as successor in
interest to Sequent Computer Systems, Inc., an Oregon corporation; and

WHEREAS, between the date of the Master Contract and the date of this amendment,
the County and CSDC have made several modifications or additions, as the County upgraded,
customized and otherwise enhanced its installation of the AMANDA Software; and

WHEREAS, Planning and Development Services offers services that are primarily
based in land use, which is inherently geographically oriented. Therefore, nearly all staff in
PDS requires access to accurate and appropriate GIS information for making proper decisions;
and

WHEREAS, there is a demonstrated benefit to staff and customers to have immediate
access to GIS information in conjunction with tracking projects and permits. Therefore, in order
to consolidate and have access to geospatial data relevant to PDS operations, it is necessary to
integrate with the existing proprietary Permit Tracking System, AMANDA; and

WHEREAS, CSDC is the sole manufacturer of AMANDA, and is the only company that
manufactures a compatible software adaptor tool, whose price is considered fair and
reasonable; and

WHEREAS, the cost to implement Amendment Four for the capital acquisition of the
AMANDA GIS Adaptor, including all necessary software, services, travel expenses and
Washington State Sales tax shall not exceed $22,890. Ongoing maintenance and support for
years two through five shall not exceed $14,825.95, including applicable Washington State
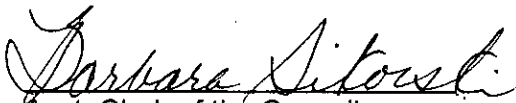Sales tax. For a combined award amount of $37,715.95; and

NOW, THEREFORE, ON MOTION, the County Council approves and authorizes the
County Executive to execute Amendment Four to the Master Contract for Permit Tracking
System (AMANDA).

PASSED this 16th day of December, 2009.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

_____
Chairperson

ATTEST:

_____
Asst. Clerk of the Council

D-18

ADDENDUM TO SOFTWARE LICENSE AGREEMENT

THIS ADDENDUM TO SOFTWARE LICENSE AGREEMENT (this "Addendum") is entered into as of this *28* day of *September*, 2009, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and CSDC SYSTEMS, INC., a Delaware corporation ("CSDC").

RECITALS

A. CSDC is the creator and vendor of certain software database products, commonly known as the "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 the 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 Addendum, the County and CSDC have made several modifications or additions to the Original Agreement, as the County upgraded, customized and otherwise enhanced its installation of the AMANDA Software, including but not limited to the following modifications, amendments or additions to the Original Agreement: (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 the 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. As modified by these modifications, amendments or additions, the Original Agreement shall be called the "Agreement."

D. The current version of the AMANDA Software in use by the County is Version 4.4.23.8050513, which is a desktop client application.

E. CSDC has recently created an additional module for the AMANDA Software (the "GIS Adaptor") which allows the AMANDA Software to be integrated with a GIS database.

F. The County now desires to purchase from CSDC a license to use the GIS Adaptor software as well as certain consulting services related to the initial installation, configuration and implementation of the GIS Adaptor, under the terms and conditions described in this Addendum.

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 as follows:

1.   Incorporation of Agreement

All of the terms and conditions of the Agreement, including the exhibits thereto, are incorporated herein by this reference; PROVIDED that if there should be a conflict between any of the terms and conditions contained in the Agreement and any of the terms and conditions expressly set forth in this Addendum, the terms and conditions expressly set forth in this Addendum shall control.

2.   Purchase and Sale of GIS Adaptor

The County agrees to purchase from CSDC, and CSDC agrees to sell to the County, the GIS Adaptor, under the terms and conditions more fully described in Exhibit A to this Addendum.

3.   Installation and Configuration of GIS Adaptor

CSDC shall provide the County with certain technical assistance in installing and configuring the GIS Adaptor, as more fully described in Exhibit A to this Addendum.

4.   Coordination with GIS Viewer Vendor

CSDC acknowledges that the County intends to integrate the GIS Adaptor with another software component known as the "GIS Viewer." CSDC acknowledges that because CSDC does not sell the GIS Viewer software, the County must purchase the GIS Viewer from a third party vendor (the "GIS Viewer Vendor"). CSDC agrees to use good faith efforts to coordinate the delivery, installation and configuration of the GIS Adaptor with the GIS Viewer Vendor's delivery, installation and configuration of the GIS Viewer software to ensure that the two components are properly integrated, as more fully described in Exhibit A to this Addendum.

5.   Training County Personnel

CSDC shall provide training services to County personnel as described in Exhibit A to this Addendum.

6.   Payment for Software and Services

The County shall pay CSDC for the GIS Adaptor and related consulting services in the amounts and pursuant to the schedule specified in Exhibit A to this Addendum.

7.   Governing Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

8.   Interpretation; Severability

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

9.   Attorneys' Fees

In any action between the parties hereto seeking the enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, without limitation, reasonable attorney's fees, charges and expenses.

10.   Exhibits

The following Exhibit, which is attached to this Addendum, is by this reference incorporated into and made a part of this Addendum:

EXHIBIT A   -   Statement of Work for AMANDA GIS Adaptor

11.   Order of Precedence

In the event of any conflict between the provisions of this Addendum and the provisions contained in the Statement of Work for AMANDA GIS Adaptor attached to this Addendum as Exhibit A, the provisions contained in the Statement of Work for AMANDA GIS Adaptor shall control.

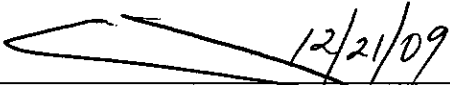## 12.   Execution in Counterparts

This Addendum may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

THE COUNTY: **CSDC:**

Snohomish County, a political subdivision   CSDC Systems, Inc., a Delaware corporation
of the State of Washington

By _____ 12/21/09   By _____
Name: _____ MARK SOINE _____   Name: JAIME PESCHIERA
Title: _____ Deputy Executive _____   Title: VICE PRESIDENT
                                           CONTRACTS ADMINISTRATION

Approved as to Form:

_____ October 2, 2009
Deputy Prosecuting Attorney

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EXHIBIT A
Statement of Work for AMANDA GIS Adaptor

[See Attached.]

AMANDA GIS Adapter Overview:

The AMANDA GIS Adaptor is an AMANDA Applications Programming Interface (API) for both web-based AMANDA (AMANDA 5) and client-server AMANDA (AMANDA 4). It is designed for GIS viewers that can be used to retrieve associated property records from AMANDA tables linked to spatial information in the GIS database. The API also supports AMANDA functions for retrieval of spatial data associated with AMANDA property records. The AMANDA GIS Adaptor distribution package includes software, detailed documentation, and test programs.

The GIS Adaptor will provide a two-way communication between AMANDA and GIS viewers and integrates with web-based viewers. Users can make a Property and Folder related query in AMANDA and view the result in the GIS Viewer. Similarly, a user can view the Property, Folder and People (owner) information in AMANDA for the selected properties in GIS Viewer.

The GIS Adaptor uses the web services to perform data exchange between AMANDA and GIS. The data can be in XML format or a flat file string with user defined delimiters. AMANDA constructs a XML data string or a flat file string with user defined delimiters, writes into a form text area field and performs the http posting to the GIS URL. The GIS URL name is maintained in AMANDA. Conversely, GIS constructs a XML data string or a flat file and writes into a form text area field and performs https form posting to the AMANDA URL. The AMANDA URL is maintained in GIS.

After the successful initialization, data communication will be performed. Please note that, client desktop should have the GIS Viewer application installed. The County will have the option to develop the requirements to:

1. Show properties in the GIS Viewer from AMANDA's Property Window
   a. Show Single Property in the GIS Viewer
   b. Show multiple Properties in the GIS Viewer
2. Show properties in the GIS Viewer from AMANDA's Folder Window
   a. Show Single Property in the GIS Viewer
   b. Show multiple Properties in the GIS Viewer
3. Show AMANDA Properties
4. Show AMANDA Folders from the GIS Viewer

Statement of Work:

The AMANDA GIS Adaptor product is designed for data transfers between AMANDA and external GIS databases and handles the interface between AMANDA and a GIS viewer.

CSDC's Statement of Work (SOW) for the AMANDA Geographic Interface System (GIS) purchase agreement shall include the following services in addition to the GIS Adaptor software that enables the AMANDA database to access GIS mapping.

General Work to be performed

CSDC Systems Inc. will provide the County with (i) the AMANDA GIS Adaptor distribution package; (ii) assistance with the initial installation and configuration of the AMANDA GIS Adaptor software, which assistance shall be provided remotely; (iii) and consulting services to train County

employees on the usage and optimization of the GIS Adaptor module, which services shall be provided on-site at the County's offices in Everett, Washington.

Installation of GIS Adaptor and Integration with GIS Viewer

The installation of the GIS Adaptor software will be done by the Snohomish County technical support team. CSDC will create the AMANDA GIS Adaptor distribution package for the County and transfer the files to the County's ftp site. It is the responsibility of the Snohomish County technical support team to download the GIS Adaptor files and install the module at their site. If needed, CSDC will provide remote assistance to County staff for the installation of GIS Adaptor software, subject to the time limitations specified below.

Snohomish County shall be responsible for separately obtaining GIS Viewer software from a vendor of the County's choosing. The County and the vendor of the GIS Viewer software shall be responsible for installing the GIS Viewer software on the County's system.

Integration of the GIS Viewer with the AMANDA GIS Adaptor product will be done by the Snohomish County technical support team in coordination with the vendor of the GIS Viewer software, so that the GIS Viewer can accept the commands sent by the GIS Adaptor software. Specifically, the GIS viewer system must provide a URL for AMANDA to POST XML to, and have the ability to parse the AMANDA XML and display the required maps based on the parameters passed from AMANDA. If needed, CSDC will provide remote assistance to County staff for the the integration of the GIS Adaptor software with the GIS Viewer software, subject to the time limitations specified below.

All remote assistance provided to the County by CSDC with respect to the installation of the GIS Adaptor and/or the integration of the GIS Adaptor with the GIS Viewer software shall be provided via conference call and/or email. Such remote assistance shall be collectively limited to a maximum of 10 hours of CSDC consultant time.

Configuration

Once the GIS Adaptor software has been successfully installed and integrated with the GIS Viewer software, CSDC will provide one CSDC consultant who is an expert on the AMANDA GIS Adaptor software on site at the County's offices in Everett, Washington, for up to three (3) days, consisting of 7.5 hours of work each day, to assist Snohomish County Planning and Development Services and Information Services employees with product training and configuration. CSDC recommends that both the GIS Adaptor and the GIS Viewer products be installed and fully integrated with Snohomish County GIS data before the CSDC consultant arrives onsite to assist with configuration and training.

Working with Snohomish County employees, the CSDC consultant will ensure successful installation and configuration of the AMANDA GIS Adaptor has been achieved to ensure correct functioning with the GIS Viewer software, ArcGIS version 9.3.1, and the outbound AMANDA XML. While the CSDC consultant shall be responsible for ensuring proper configuration of the GIS Adaptor software, the County and the GIS Viewer vendor shall be responsible for ensuring proper configuration of the GIS Viewer software. Proper configuration of the GIS Viewer software means that the GIS Viewer software must be configured such that the integration points with AMANDA function correctly in regards to the AMANDA GIS Adaptor's published API. Further configuration of the AMANDA GIS Adaptor software and/or the GIS Viewer software may be required during or after the GIS Adaptor training to optimize integration and processing with the specific GIS Viewer purchased by the County.

GIS Adaptor Training

CSDC will provide Snohomish County staff and the one or more consultants from the GIS Viewer vendor with training on the AMANDA GIS Adaptor software. During this training, County staff (and any personnel from the GIS Viewer vendor) will learn how to integrate the GIS Adaptor product with AMANDA and the provided API & functionality. CSDC will provide overview of the following AMANDA /GIS Viewer integration points by using CSDC-based sample web pages:

- Show AMANDA Property from the GIS Viewer
- Show the AMANDA Folders from the GIS Viewer
- Add AMANDA folders from the GIS Viewer
- Show property in the map from the AMANDA Property Window
- Show property in the map from the AMANDA Folder Window
- Neighborhood Buffer Search
- Review GIS Data currently available
- Review GIS Adaptor AMANDA parameters – INI

Project Plan and Schedule

The following is a high level project plan and schedule that CSDC recommends for integration between AMANDA and the selected GIS Viewer. Specific tasks and responsibilities will be determined during project planning and the development of the Project Plan.

- Requirement Definition **(County & GIS Viewer Vendor)**
- System design **(County & GIS Viewer Vendor)**
- GIS Viewer Installed, configured and integrated with County GIS systems(s) **(County & GIS Viewer Vendor)**
- AMANDA GIS Adaptor Server Components Installed and initial Configuration **(County & CSDC)**
- GIS Adaptor Training **(CSDC)**
  - o Attended by County and GIS Viewer Vendor Staff
  - o Overview of Integration points
  - o GIS Viewer specific configuration requirements
  - o Integration with supplied testing web pages
  - o Other AMANDA GIS required Training
- GIS Viewer Integration Development to facilitate HTTP POST to AMANDA with required parameters **(County & GIS Viewer Vendor)**
- GIS Viewer Development to receive and parse AMANDA XML to retrieve GIS DATA & Map (from County GIS system) **(County & GIS Viewer Vendor)**
- Unit Testing of AMANDA XML POST to GIS Viewer URL**(County & GIS Viewer Vendor)**
  - o Test all occurrences of GIS button in AMANDA ensure correct results
- Unit Testing of GIS Viewer XML to AMANDA **(County & GIS Viewer Vendor)**
  - o Test all occurrences of Map selection with integration of AMANDA People, Property and Folders
- System and UAT testing **(County & GIS Viewer Vendor)**
- Deploy to Production Environment **(County & GIS Viewer Vendor)**

Roles and Responsibilities:

CSDC

- Provide the County with the AMANDA GIS Adaptor distribution package for download
- Provide the County with remote technical support for installation of the GIS Adaptor software
- Provide the County with remote technical support for integration of the GIS Adaptor software with the County's existing AMANDA installation and the GIS Viewer software
- Train the Snohomish County staff (and personnel from the GIS Viewer Vendor) on the configuration and integration requirements of the GIS Adaptor software
- Configure and set up the sample web pages included with the GIS Adaptor
- Work collaboratively with the County and the GIS Viewer Vendor to ensure 100% functionality between the GIS Adaptor and the GIS Viewer

County Staff

- Provide all hardware and Networking Requirements
- Perform all required analysis, design and development effort
- Provide access to required Snohomish County infrastructure (if necessary)
- Attend and participate in CSDC GIS Training
- Make all required modifications in all AMANDA environments
- Develop all Test cases and perform all required AMANDA and GIS viewer integration testing
- Provide Project Manager
- All Data Conversion efforts (if required)
- Work collaboratively with CSDC and the GIS Viewer software vendor to ensure 100% functionality between the GIS Adaptor and the GIS Viewer

GIS Viewer Vendor

- Provide GIS environment URL that will accept XML from AMANDA
- All development/testing to provide XML HTTP Post to AMANDA
- All development/testing to ACCEPT XML HTTP Post from AMANDA
- All development/required to parse AMANDA XML and display maps
- Attend and participate in CSDC GIS Training
- Perform all required analysis, design and integration development effort
- Work collaboratively with the County and CSDC to ensure 100% functionality between the GIS Adaptor and the GIS Viewer

Assumptions:

CSDC assumes that:

1. The above costs and proposed software are based on the assumption that client is already using AMANDA 4.3 or above.
2. The GIS Adaptor is a required CSDC module for any GIS integration to help protect the client's data integrity and software warranty.
3. This quotation has provisioned for the GIS Adaptor module, training, consulting support (Time & Material) and project management.
4. The client will be performing all required analysis, design and development efforts.
5. If any CSDC involvement in the actual development of the integration or enhancements to

the GIS Adaptor then a scope change needs to be initiated to determine the exact scope of effort required.

6. The client will be performing all testing and acceptance testing procedures.
7. The client will be using their own viewer and developing all the links with AMANDA.
8. Hardware and Network is a Customer supplied item and is installed, configured and made operational by the client prior to the start of the project.
9. The client will be dedicating to the project the appropriate resources to help progress with the project according to the set schedule.
10. Client staff participating in the project must have good understanding of the existing environment.
11. CSDC is not responsible for providing any third party software (OS, RDBMS, WEB software, Office Product, Adobe, ArcIMS, SDE, etc) that might be required to run any type of environment (Production, Development, Testing, Training, etc). CSDC will only provide its AMANDA products as outlined above.
12. CSDC will provide an electronic copy of the training materials, where applicable, for the training sessions.
13. The Client will provide training facilities with proper network access to the Training Instance.
14. The provided training facilities must include connections to the Training Instance of AMANDA, LCD Projector, Flip Chart, White Board and appropriate markers.
15. All users (Trainers, Administrators, and Technical & End Users) must have a good understanding and working knowledge of the Windows operating environment prior to taking any AMANDA related training courses.
16. Other assumptions may be added once the project plan is finalized.

Pricing:

All prices are in U.S. Dollars.

Software

#	Description	Software Total	Annual Maintenance @ 20%
1	AMANDA GIS Adaptor List Price:	$15,000.00	$3,000
	Discount @ (20%):	($3,000)	$0.00
	Subtotal:	$12,000	$3,000
2	Washington State Sales Tax:	$1,104.00	$276.00
	Total Software and Support Costs:	$13,104.00	$3,276.00

Services

#	Description	Rate per day	No. Of days	Total
1	AMANDA GIS Adaptor training and configuration services	$1,670.00	3	$5,010.00
2	Estimated Travel and Expenses includes one person, one round trip airfare, for three days	$1,500.00*		$1,500.00*

on-site, not-to exceed*			
Total Service Costs & Travel Expenses:			$6,510.00
Grand Total Software, Support, Implementation Services, and Expenses:			$22,890.00

*See "Expenses" section, below.

Expenses:

Actual, reasonable costs and expenses incurred by CSDC's consultant in performing services on-site at the County's offices in Everett, Washington, will be reimbursed by the County according to the terms and conditions contained in the County's Finance Policy Statement No. 1211, entitled "Travel Expenses;" provided, however, that in no event shall the County reimburse CSDC for expenses in an amount greater than Five Hundred Dollars ($500) per day.

Acceptance Statement:

Snohomish County has 30 days from the date on which the CSDC on-site training services have been completed to test and report any issues or problems. The software will be 100% compatible with the GIS Mapping software and existing AMANDA software and 100% functional. Acceptance shall be in the form of a written sign-off by DIS technical support, Ed Fairbanks, and PDS technical support, Will Rugg.

If CSDC receives written notification describing problems with the use of the software during this time period from Ed Fairbanks and/or Will Rugg, CSDC will correct the problems and deliver a new version of the software. It there is no written notification regarding the acceptance of the software within 30 days after the date on which CSDC on-site training services have been completed, the software will be deemed accepted by the County.

Payment Schedule:

CSDC will provide the GIS Adaptor distribution package to the County on a mutually agreed upon date, after CSDC has received the approved purchase order. GIS Adaptor distribution and installation dates are TBD depending on the timing of Snohomish County's procurement of the GIS Viewer software from a third party vendor. CSDC agrees to reasonably cooperate with the County and the GIS Viewer vendor in agreeing upon an installation schedule that is acceptable to all parties.

The County shall pay CSDC for the GIS Adaptor software within thirty (30) days after the County's acceptance of the GIS Adaptor software. The County will pay CSDC for consulting services within thirty (30) days of receiving said services. The County will reimburse CSDC for consultant expenses within thirty (30) days of receiving an itemized invoice for same, including receipts. CSDC shall submit detailed invoices to the County for payments due under this agreement. Snohomish County must pay CSDC Net Thirty (30) days of receipt of a CSDC invoice, unless CSDC is notified of an issue within 5 business days of invoice receipt. Interest is charged at 1.% per month on overdue accounts.

SOFTWARE LICENSE AND SERVICES AGREEMENT FOR UPGRADE TO AMANDA 5

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT FOR UPGRADE TO AMANDA 5 (this "Agreement"), is made this 27th day of September, 2012, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and CSDC Systems Inc., a Delaware corporation ("CSDC").

RECITALS

A.   CSDC is the creator and vendor of certain software database products, commonly known as the "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 the AMANDA Software from CSDC pursuant to that certain Agreement between the County and CSDC dated April 20, 1994 (the "Original Agreement"), and has at all times since then actively used the AMANDA Software to facilitate portions of the County's business operations. The current version of the AMANDA Software in use by the County is Version 4.4.23.8050513, which is a desktop client application.

C.   CSDC has developed a thin-client version of the AMANDA Software that uses a server installation with a web-based client interface. The County desires to upgrade its installation of the AMANDA Software to the most recent, stable thin-client version which is Version 5.0.

D.   In addition to upgrading its version of the AMANDA Software to Version 5.0, the County also desires to obtain from CSDC two additional modules that are available for use with AMANDA Version 5.0; namely, the AMANDA Executive Monitor (the "Executive Monitor") and the AMANDA Batch Scheduler (the "Batch Scheduler").

E.   The County now desires to purchase from CSDC, and CSDC desires to sell to the County, those software components and licenses necessary to upgrade the County's AMANDA Software to Version 5.0, to install and configure the Executive Monitor and the Batch Scheduler modules, as well as certain consulting services related to the initial installation, configuration and implementation of the foregoing, all under the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CSDC agree as follows:

1.   DEFINITIONS

1.1   Acceptance of the System shall occur as described in the Statement of Work attached to this Agreement as <u>Exhibit A</u>. Nothing else, including payment for any portion of the System or the County's use of the System, or any portion thereof, in a live, operational environment, shall constitute Acceptance (under contract law or the Uniform Commercial Code of the State of Washington) of any portion of the System.

1.2   Defect means (a) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and/or (b) any failure of CSDC to perform the Services in the manner set forth in this Agreement.

1.3   Documentation means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by CSDC that relate to the functional, operational, and/or performance capabilities of the System and/or any Software; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed electronic, or other format materials published or otherwise made available by CSDC that describe the functional, operational, and/or performance capabilities of the System and/or any Software, including but not limited to the Functional Specifications; and (c) any other deliverable that is not hardware or Software. Documentation shall not include Source Code.

1.4   Functional Specifications shall mean those specifications to which the Software and the System shall conform as set forth in the Statement of Work attached to this Agreement as Exhibit A.

1.5   License(s) shall mean any license or licenses granted by CSDC to the County under this Agreement.

1.6   Object Code shall mean the binary machine-readable version of the Software.

1.7   Performance Standards means, collectively, the warranties and performance standards set forth in Section 11 below and in the Statement of Work attached to this Agreement as Exhibit A.

1.8   Services means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, support and maintenance services, and any other professional or other services that may be provided by CSDC to the County under this Agreement.

1.9   Software means Version 5.0 of the AMANDA Software, the Executive Monitor and the Batch Scheduler software described in the Statement of Work attached to this Agreement as Exhibit A, as well as the Documentation furnished therewith by CSDC or its subcontractors in the normal course of business, including all upgrades, maintenance releases, bug fixes or patches, and other deliverables provided by to the County by CSDC under this Agreement.

1.10   Source Code means computer software in the form of source statements for the Software (excluding all Third Party Software) including, without limitation, all software in the form of electronic and printed human-readable, mnemonic or English-like program listings, including printed and on-line descriptions of the design of such software including, without limitation, data definition models, indices, structure tables, system flow charts, program flow charts, defined terms, file layouts, program narratives, global documentation (including global variables) and program listings.

1.11   Statement of Work means the terms and conditions set forth in Exhibit A to this Agreement.

1.12   System means the Software, Documentation, and Services to be delivered under this Agreement, as installed and integrated so as to be operational at the County's facilities.

1.13 Warranty Period means the period commencing upon Acceptance and continuing for six (6) months.

1.14 Work Product means all products, devices, computer programs, techniques, know-how, algorithms, procedures, discoveries or inventions, and all materials, texts, drawings, specifications, source code and other recorded information, in preliminary or final form and on any whatsoever, that are conceived, reduced to practice, developed, discovered, authored, designed, programmed, invented or otherwise created or made by CSDC (whether solely or jointly with others) in connection with or as a result of its performance of the Services.

2.   SOFTWARE AND SERVICES

2.1 License Grant. CSDC hereby grants the County a nonexclusive, nontransferable and perpetual License to use the Software and Documentation. The grant of this License shall survive the expiration or earlier termination of this Agreement.

2.2 Delivery and Installation. CSDC shall deliver the Software to the County in the manner described in the Statement of Work attached to this Agreement as Exhibit A. Installation of the Software shall occur as described in the Statement of Work attached to this Agreement as Exhibit A.

2.3 Training Services. CSDC shall provide training services to the County in the manner described in the Statement of Work attached to this Agreement as Exhibit A.

2.4 Ownership of Work Product.

    (a) Exclusive Ownership. The County will be the exclusive owner of all Work Product created in connection with the performance of this Agreement. To the extent permitted under the U.S. Copyright Act (17 USC § 101 et seq., and any successor statute thereto), Work Product will constitute "works made for hire," and the ownership of such Work Product will vest in the County at the time they are created. In any event, CSDC hereby assigns and transfers to the County , without separate compensation, all right, title and interest that CSDC may now or hereafter have in the Work Product, including, without limitation, all copyright, trademark, trade secret, patent and other intellectual property and proprietary rights (collectively, "Intellectual Property Rights") therein. To the maximum extent allowed, CSDC hereby irrevocably and unconditionally waives, in perpetuity, any rights it may have with respect to the Work Product under any law relating to "the moral rights of authors" or any similar law throughout the world. CSDC will promptly disclose to the County all Work Product.

    (b) Non-Employees. If any individual or entity who is not a direct employee of CSDC performs or otherwise participates in any Services, CSDC will obtain from such non-employee a legally binding, written assignment sufficient to transfer to the County all of the non-employee's rights, title and interest in and to the Work Product. Upon the County's request, CSDC will provide the County with copies of all such assignments.

    (c) Further Acts. CSDC, its employees, agents, subcontractors and affiliates, will take such action as the County reasonably may request to evidence, transfer, vest or confirm the County's right, title and interest in the Work Product.

(d)   Use. Except as required for CSDC's performance of the Services or as authorized in writing by the County, CSDC will not use, disclose, publish or distribute any Work Product. CSDC will hold all Work Product in trust for the County and will deliver them to the County upon request and in any event upon the expiration of termination of this Agreement.

2.5   Reverse Engineering. Except as expressly provided in this Agreement, the County shall not translate, reverse engineer, decompile, recompile, update, or modify all or any part of the Software or merge the Software into any other software.

3.   TERM

3.1   Initial Term. The term of this Agreement (the "Term") shall commence upon full execution of this Agreement and shall continue for a period of five (5) years from the date of Acceptance of the System; PROVIDED, HOWEVER, that, as further described in Section 4.3 below, the County's obligations after December 31, 2012, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the Charter and applicable law.

3.2   Extension Options. The County shall have five options (respectively, the "First Extension Option," the "Second Extension Option," the "Third Extension Option," the "Fourth Extension Option," and the "Fifth Extension Option," and collectively, the "Extension Options") to extend the Term, each of which shall be for an extension period of one year. The County may exercise an Extension Option by delivering written notice (the "Extension Notice") to CSDC no fewer than thirty (30) days prior to the expiration of the then current Term.

3.3   Warranty Period. The Warranty Period begins at Acceptance and continues for period of six (6) months, and thereafter ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.

4.   TERMINATION

4.1   Termination for Default. If CSDC 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 CSDC has not cured the default at issue following a thirty (30) day written notice to CSDC sent certified mail, return receipt requested. If the Agreement is terminated for default, the County may obtain performance of the work elsewhere, and CSDC shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. CSDC shall only be paid for work delivered and accepted, or work performed in accordance with the manner of performance set for the in the Agreement 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 CSDC. CSDC shall bear any reasonable extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default. The termination of this Agreement for default shall in no way relieve CSDC form any of its obligations under this Agreement. If a notice of termination for default has been issued and it is later determined for any reason that CSDC 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.

4.2   Termination for Convenience. The County for its convenience may terminate this Agreement, in whole or in part, at any time by providing written notice sent certified mail, return receipt requested, to CSDC. After receipt of a Notice of Termination, and except as directed by the County, CSDC shall immediately stop work as directed in the notice, and comply with all other requirements in the notice. Whenever the Agreement is terminated for convenience, CSDC shall be entitled to payment for actual work satisfactorily performed up to the date of termination at unit contract prices for completed items of work and an equitable portion thereof the partially completed items, but shall not be entitled to payment for loss or anticipated profit on deleted or uncompleted work. CSDC shall promptly submit its request or termination payment, together with detailed supporting documentation. If CSDC has any property in its possession belonging to the County, CSDC shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to determine reasonableness and compliance with the Agreement, applicable laws and regulations.

4.3   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. 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 CSDC 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.

4.4   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.

5.   TESTING AND ACCEPTANCE

5.1   Testing. The County shall perform acceptance testing of the System as described in the Statement of Work attached to this Agreement as Exhibit A. If the County notifies CSDC of problems with the System and CSDC does not correct or replace the unacceptable aspects of the System within a reasonable time, the County may declare a default under this Agreement.

5.2   Acceptance of System. The County will provide notice of System Acceptance to CSDC in the manner described in the Statement of Work attached to this Agreement as Exhibit A.

6.   PRICE AND PAYMENT

6.1   Software and Services. The County shall pay CSDC for the Software and the Services in the amounts set forth and under the terms and conditions contained in the Statement of Work attached to this Agreement as Exhibit A.

6.2   Reimbursement of Expenses. The County shall reimburse CSDC for certain expenses incurred by CSDC in performing the Services in the amounts set forth and under the terms and conditions contained in the Statement of Work attached to this Agreement as Exhibit A.

6.3   Annual Support and Maintenance. The County shall also pay to CSDC annual recurring charges of twenty (20) percent of software costs, due annually on December 1 of each year for Support and Maintenance Services as set forth in the Statement of Work attached to this Agreement as Exhibit A.

6.4   Disputes. Should the County dispute any of the charges on its monthly invoice, it shall notify CSDC of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. CSDC and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date, the County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of CSDC, CSDC shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to CSDC within (30) days of the date of the reissued invoice.

7.   SUPPORT SERVICES

7.1   Training Services. CSDC shall provide the County with the training Services described in the Statement of Work attached to this Agreement as <u>Exhibit A</u>.

7.2   Installation Services. CSDC shall provide the County with assistance in installing, configuring and integrating the Software as described in the Statement of Work attached to this Agreement as <u>Exhibit A</u>.

7.3   Support and Maintenance Services. CSDC shall provide ongoing support and maintenance for the Software during the hours of 8AM to 5PM, Monday through Friday.

8.   CONFIDENTIALITY AND PUBLIC DISCLOSURE

8.1   Confidential Data. CSDC acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to chapter 42.56 of the Revised Code of Washington, commonly known as the "Public Records Act." CSDC shall use its best efforts: (1) not to, at any time, disclose or disseminate confidential data provided by the County to CSDC to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with CSDC's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for CSDC, or provided access to the County's data for any reason, protect the County's confidential data against unauthorized use, dissemination, or disclosure. CSDC's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees. CSDC shall indemnify and hold harmless the County, its officials, agents and employees from all loss or expense, including, but not limited to settlements, judgments, set-offs, attorneys' fees and costs resulting from CSDC's breach of this provision.

8.2   Public Disclosure. In the event that the County receives a request pursuant to the Public Records Act to disclose CSDC's proprietary software, software documentation, or other information identified by CSDC in writing as confidential, the County's sole obligations shall be to: (1) notify CSDC and (2) refrain from disclosing such records for a period of up to ten business days to allow CSDC an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. The county will not withhold requested records beyond the ten business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act. The County may but shall not be required to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that CSDC initiates legal proceedings, or the County initiates legal proceedings or

withholds requested records at CSDC's request, CSDC shall indemnify and hold the County harmless against all proceedings and/or withholding of the records. The County shall not be liable to CSDC for any loss, cost or expense relating to the disclosure of requested records if CSDC fails to obtain legal protection against disclosure and the County releases the records in good faith.

9.   REPRODUCTION OF DOCUMENTATION AND OBJECT CODE

9.1   Documentation. The County shall have the right, at no additional charge, to reproduce solely for its own internal use, all Documentation furnished by CSDC pursuant to this Agreement regardless of whether such Documentation is copyrighted by CSDC. All Copies of Documentation made by the County shall include any proprietary notice or stamp that has been affixed by CSDC. CSDC shall furnish for each license purchased by the County, and at no additional charge to customer, one (1) copy of the documentation sufficient to enable the County to operate the Software. All documentation shall be in the English Language.

9.2   Object Code. The County may reproduce one copy of the Object Code, at no additional charge, solely for back-up or archival purposes.

10.   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

10.1   General Warranties. CSDC warrants to the County 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, that all Software shall conform to the Functional Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and materials. This warranty coverage shall include any modifications made to the Software by CSDC and shall survive the expiration or termination of this Agreement.

10.2   System. CSDC represents and warrants to the County that the System shall function without Defect in accordance with the applicable specifications, Performance Standards, and Documentation.

10.3   Software Performance. CSDC represents and warrants to the County that the Software or System, as applicable, shall meet the Performance Standards set forth in ExhibitA. CSDC shall correct any failure of the applicable Software and/or System to operate in accordance with the performance warranties set for the in this Section by providing all additional software, equipment, and/or services to the County at no additional cost to the County. In the event CSDC is unable to correct such failure within thirty (30) calendar days, an event of default shall be deemed to have occurred.

10.4   Services. CSDC 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 standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature, provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, CSDC represents, warrants, and

covenants that it shall provide the services or create any deliverables using only proven current technology or methods unless otherwise mutually agreed by the parties.

10.5   Documentation. CSDC 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. CSDC further represents and warrants that it will provide to the County updated versions of all such Documentation when it provides updates and other required maintenance services and that all such updated Documentation will be complete and accurate and will be at least as detailed as the Documentation issued to the County with the initial version of the Software and the System. The warranty and commitments contained in this Section shall remain in full force and effect for as long as Company continues to receive support and maintenance services for the Software and/or the System.

10.6   Compatibility. CSDC represents and warrants to the County that the Software will be compatible with the County's technical environment, including hardware, operating system(s), software application(s), CPU's, and networks specified by the County.

10.7   Future Compatibility. CSDC warrants to the County 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 previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner wand with materially equivalent performance. Without limiting the foregoing, CSDC 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.

10.8   Software Obsolescence. CSDC 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. Having acknowledged the foregoing, CSDC 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 maintenance and support services from CSDC.

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

10.10 Virus Warranty. CSDC 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, filmware, 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. CSDC shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. CSDC 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.

10.11 Disabling or Restrictive Code. Without limiting any other provision of this Agreement, CSDC warrants to the County that the Software does not contain and CSDC will not introduce any code, date 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. CSDC 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 this warranty. This warranty shall survive the expiration or termination of this Agreement.

10.12 Media. CSDC warrants that through the period ending 90 days from the date of Acceptance that the media used to store and deliver the Software to the County shall be free from defects in manufacture and material. Should the media fail to be free of defects in manufacture or material during the warranty period, CSDC shall replace the defective media. Defective media shipped to CSDC with a shipping date within the warranty period will be replaced at no charge including shipping.

10.13 Intellectual Property. CSDC represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States or Canadian 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 CSDC by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

10.14 Third Party Warranties and Indemnities. For any third party Software provided by CSDC to the County, CSDC hereby assigns to the County all end-user warranties and indemnities relating to such third party Software. To the extent that CSDC is not permitted to assign any of such end-user warranties and indemnities through to the County, CSDC shall enforce such warranties and indemnities on behalf of the County to the extent CSDC 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.

11. PRIVACY

CSDC acknowledges that the County data may contain personal data, health data, and/or medical records data, the use of which data is subject to various Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the County may be subject ("Privacy Laws"), as well as certain restrictions imposed on the County data by the data subjects or other third party data providers. CSDC agrees to strictly abide by all such restrictions pertaining to the county data, as they are promulgated and applied, currently and in the future. Furthermore, CSDC shall in good faith execute any and all agreements that the County is required to have CSDC execute in order that the County may comply with any Privacy Laws. If CSDC's use (whether directly or indirectly) of the County data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause if such breach has not been cured within five (5) days of receipt by CSDC of written notice, and (2) pursue any other legal and equitable remedies.

12. INDEMNIFICATION

12.1.   General Indemnification. CSDC shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of CSDC, CSDC's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) CSDC and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of CSDC, its agents, employees, or subcontractors. CSDC's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by CSDC, CSDC's employees, agents, or subcontractors.

12.2   Industrial Insurance Act. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, CSDC expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and any similar law of any other jurisdiction, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of CSDC. This waiver is mutually negotiated by the parties to this Agreement.

12.3   Patent and Other Proprietary Rights Indemnification.

(a)   Indemnification. CSDC will indemnify and hold the County harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Software by the County. If the County's continued use of the Software is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, CSDC shall, at the County's option and at no charge to the County, and in addition to the County's other rights and remedies, (1) secure for the County the right to continue using the Software as allowed under this Agreement, (2) modify or replace the infringing components of the software so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (3) refund to the County all amounts paid by the County for the Software.

(b)   Exclusions. Notwithstanding the foregoing, CSDC will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (1) use of the Software in breach of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Software in combination with other products not supplied or recommended by CSDC or specified by CSDC as being compatible with the software, if such infringement or misappropriation would not have occurred but for such combined use; (3) use of any release of the Software other than the most current release made available to the County, if the most current release was furnished to the County specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would

have been avoided by use of the most current release; or (4) any modification of the Software made by the County (other than at CSDC's direction), if such infringement or misappropriation would not have occurred but for such modification.

13. INSURANCE

13.1 No Limitation. CSDC's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of CSDC to the coverage provided by insurance or to limit the County's recourse to any remedy indemnification and payment to the County under the terms of a required insurance policy.

13.2 Minimum Scope of Insurance and Limits. CSDC shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:

    (a) Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence, $2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

    (b) Worker's Compensation Coverage as required by the industrial Insurance laws of the State of Washington. CSDC's obligation shall extend to itself and any subcontractors working on behalf of CSDC and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for CSDC, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.

    (c) Professional Technical Liability insurance appropriate to CSDC's profession with limits of $1,000,000 per claim and $1,000,000 policy aggregate limit. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and CSDC shall maintain coverage for the duration of the Agreement and for three years following termination of the Agreement.

13.3 Other Insurance Provisions. The required Commercial General Liability Insurance and Professional Technical Liability policies shall meet the following requirements: CSDC's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII. CSDC'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 CSDC's insurance and shall not contribute with it. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible. CSDC's insurance shall be endorsed to state that the insurer shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage. CSDC 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 CSDC before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible.

14. OBLIGATIONS THAT SURVIVE TERMINATION

In addition to any other specific provisions that so state, the parties recognize and agree that their rights and obligations under the following provisions of this Agreement shall survive the expiration or earlier termination of this Agreement: Section 2 (Software and Services); Section 8 (Confidentiality and Public Disclosure); Section 9 (Reproduction of Documentation and Object Code), Section 10 (Warranty Provisions); Section 11 (Privacy); and Section 12 (Indemnification).

15. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to the other party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with proof of successful transmission). All such communications shall be addressed as follows:

To the County:	Snohomish County Department of Planning and Development Services 3000 Rockefeller Avenue, M/S 604 Everett, WA 98201 USA Attention: Barbara Mock Telephone: (425) 388-3661 Facsimile: (425) 388-3670 Email: barbara.mock@co.snohomish.wa.us
To CSDC:	CSDC Systems Inc. 1705 Tech Avenue, Suite 1 Mississauga, Ontario CANADA L4W 0A2 Attention: Vice President – Client Services Telephone: _____ Facsimile: _____ Email: _____

Either party hereto may, by reasonable notice to the other, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

16. MISCELLANEOUS

16.1 Entire Agreement; Amendments. This written Agreement, including its Exhibits, constitutes the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by authorized representatives of both parties.

16.2   Warranty of Authority. Each Party represents and warrants to the other that it has the right to enter into this Agreement. CSDC 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.

16.3   Assignment and Transfer. No party may assign, delegate, or otherwise transfer of any rights or obligations under this Agreement without the prior written consent of the other party, which may be granted or withheld in the other party's sole discretion. In the event that CSDC assigns, or otherwise transfers this Agreement, or any part hereof, or delegates any of its duties hereunder to any Third Party or Affiliate and, within eighteen (18) months after such transfer, the County, in its sole discretion, is not satisfied with the level of service provided under this Agreement, the County shall have the right to terminate this Agreement for convenience and transition to a new vendor. All Services provided by CSDC's transferee during the transition Period shall be provided at no cost.

16.4   Independent Contractor. All work performed by CSDC in connection with the Software and/or Services described in this Agreement shall be performed by CSDC as an independent contractor and not as the agent or employee of the County. All persons furnished by CSDC shall be for all purposes solely CSDC's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. CSDC shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under this Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. CSDC shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

16.5   Acceptance and Removal of CSDC Personnel and Subcontractors. All CSDC personnel, representatives, agents and subcontractors assigned to perform Services hereunder will be subject to acceptance by the County in the County's sole discretion. Services will be performed at a location specified by the County. The County in its discretion may request removal of any CSDC personnel, representative, agents or subcontractor providing Services hereunder, and CSDC will remove said personnel or subcontractor in accordance with each such request. The County may immediately remove any CSDC personnel, representative, agents or subcontractor in the County's sole discretion. CSDC will manage the transition of replacement personnel or subcontractor to minimize impact on any given project. CSDC may not subcontract the Services or any portion of the Services under this Agreement to any third party (including any independent contractor) without the prior written consent of the County, which consent may be withheld in the County's sole discretion. If the County consents to the use of a subcontractor, then (1) CSDC guarantees the subcontractor's performance, (2) CSDC remains obligated under this Agreement for the performance of the subcontracted Services, (3) CSDC must enter into a written agreement with the subcontractor obligating the subcontractor to comply with CSDC's obligations under this Agreement, and (4) the County has no obligations under this Agreement to the subcontractor and the subcontractor has no rights or remedies against the County under this Agreement or otherwise. CSDC may not impose on the County a surcharge for any subcontractor fees.

16.6   Compliance with Laws. In the performance of their respective obligations under this Agreement the parties shall each comply with all applicable federal, state, county and local laws, ordinances, regulations, and codes.

16.7   Security, Access and Safety Requirements. CSDC shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

16.8   Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

16.9   Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

16.10   Applicability of Uniform Commercial Code. To the extent this Agreement entails the delivery of Software or Software products, such Software or Software products, shall be deemed "goods" within the meaning of Article 2 of the Uniform Commercial Code, Title 62A RCW, except when deeming services as "goods" would cause an unreasonable result. This Agreement shall control where there is a conflict with the UCC.

16.11   No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a default by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either party of any particular default constitute a waiver of any other Default or any similar future default.

16.12   Covenant of Good Faith. Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

16.13   Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

16.14   Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and CSDC. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third person.

16.15   Compliance with Anti-Terrorism Orders. CSDC (a) represents and warrants to the County that, as of the effective date of this Agreement, the following are true, and (b) covenants to the County that the following shall at all times during the Term remain true:

(i)   CSDC is in compliance with applicable requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC") and with any enabling legislation or other similar or successor Executive Orders in respect thereof (the Order and

such other rules, regulations, legislation, or orders are collectively called the "Orders");

(ii) CSDC is not:

(1) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists");

(2) a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(3) owned or controlled by, or acting on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; and

(iii) CSDC shall not:

(1) transfer or permit the transfer of any interest in CSDC to any party who is or whose beneficial owners are listed on the Lists; or

(2) knowingly employ any person who is listed on the lists or who is engaged in illegal activities.

Should CSDC at any time after the effective date of this Agreement either suspect or obtain knowledge that any of the foregoing representations, warranties or covenants is or may not be true, CSDC shall immediately provide the County written notice of same.

16.16 Access to Books and Records. CSDC agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any pertinent books and records of CSDC related to the performance of this Agreement. CSDC shall maintain such books and records for this purpose for no less than six (6) years after the termination or expiration of this Agreement.

16.17 Source Code Escrow. CSDC agrees to place current copies of its Source Code, including all relevant commentary, explanations and other documentation as well as instructions to compile the Source Code, plus all revisions to the software source code encompassing all corrections, changes, modifications and enhancements made to the Software by CSDC (the "Escrowed Material") into an escrow account with an escrow agent, subject to the terms of a software escrow Agreement that must first be approved by the County. CSDC shall update these copies within forty-five (45) calendar days of each major product release and all product fixes installed in the County System. The County may access the Escrowed Material upon the occurrence of any of the following conditions: (a) CSDC ceases its ongoing business operations; (b) CSDC suffers any act of insolvency or bankruptcy; or (c) CSDC fails to maintain technical staff capable of providing ongoing support and maintenance services. Any escrowed material furnished under this provision shall be considered Licensed under this Agreement.

16.18 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the

circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

16.19 Incorporation of Exhibits. The following Exhibits, which are attached to this Agreement, are by this reference incorporated into and made a part of this Agreement:
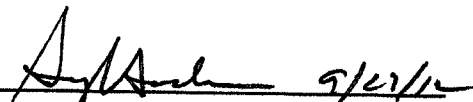
      EXHIBIT A   -   Statement of Work

16.20. Order of Precedence. In the event of any conflict between the provisions of this Agreement and the provisions contained in the Statement of Work attached to this Agreement as <u>Exhibit A</u>, the provisions contained in the Statement of Work shall control.

16.21 Computation of Time; Force Majeure. Except as may be expressly provided to the contrary elsewhere in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday , then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday. The time periods for either party's performance under any provisions of this Agreement shall be extended for periods of time during which that party's performance is prevented due to circumstances beyond that party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day of the year first written above.

SNOHOMISH COUNTY:　　　　　　　**CSDC:**

By: ____~~GARY HAAKENSON~~____　　　　By:　Monika Schmidt
Title: ___~~Deputy County Executive~~___　　Title: <u>Vice President, Client Services</u>

Approved as to Form:

_____ August 8, 2012
Deputy Prosecuting Attorney

EXHIBIT A

Statement of Work

[See attached.]

(For Statement of Work see File D-2 for September 26, 2012)

CSDC Systems Inc.

6300 Ridglea Place, Suite 1104
Fort Worth, TX 76116
Telephone +1 888 661 1933
Direct Fax +1 877 661 6175

August 7, 2012

Denise Ohlfs
Snohomish County-Information Services
3000 Rockefeller Avenue
Everett, WA 98210
Phone: (425) 388-7047
Email: Denise.Ohlfs@co.snohomish.wa.us

Dear Ms. Ohlfs:

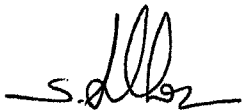## RE: AMANDA 5.0 Upgrade Quotation - # 6205-2012-V2

CSDC Systems, Inc. is pleased to have been invited to submit this Quotation to Snohomish County ('Client', 'County', or 'You'), in response to the County's requirements for AMANDA 5 Software Upgrade from the current rich-client version (4.x) to the latest thin-client version (5.x) and the purchase of additional AMANDA module(s).

Based on our understanding of the requirements, we are confident that our solution will meet and exceed requirements of the County. We look forward to maintaining Snohomish County on our list of valued clients.

As Snohomish County is an existing client of CSDC, and as a sign of our commitment to the County, CSDC has proposed highly discounted rates. The total pricing (including software and professional services) is **$100,100 USD**.

Thank you for the opportunity to submit this quotation, and we look forward to a continued partnership with Snohomish County. Feel free to contact me at 1-888-661-1933 x259 (office), 416-771-3456 (cell) or by email at s.subramanian@csdcsystems.com for any questions regarding our quotation.

Sincerely,

Sridhar Subramanian
Senior Director, Strategic Accounts
CSDC Systems, Inc.

▪ Introduction

We, CSDC Systems, Inc. ('CSDC', 'We', or 'Us') are pleased to have been invited to present pricing for the upgrade of AMANDA software and purchase of additional AMANDA module(s) for Snohomish County ('Client', 'County' or 'You') in connection with the County's proposed initiatives.

▪ Project Scope

As part of this engagement, CSDC will provide the required software and professional services for the upgrade of AMANDA software from the current (4.x) version to the latest (5.x) version. This includes the implementation of additional AMANDA 5.0 modules such as Executive Monitor and Batch Scheduler.

❖ AMANDA Software

CSDC will provide new software and leverage the existing software already purchased by the County as stated below:

AMANDA Software	# Licenses / Units
New Software	
AMANDA 5.0 Upgrade Scripts	1
AMANDA Executive Monitor (Server)	1
AMANDA Executive Monitor (Named-User licenses)	5
AMANDA Batch Scheduler module (for batch operations)	1

Please refer to <u>Appendix A</u> for details regarding the software descriptions.

❖ Professional Services

CSDC will provide professional services including project management, installation, analysis, design, configuration, testing, training and go live support for the AMANDA 5.0 upgrade project.

▪ Pricing

Our pricing is based on software modules and licenses and professional services required to complete the engagement. The services include project management, analysis, configuration, testing & training and go-live assistance. The fixed fee for the project is **$100,100 USD**, based on previously negotiated rates with the County. Taxes, Expenses and annual software maintenance are extra.

❖ Summary

Pricing Summary	Fees
AMANDA Software	$29,100
Professional Services	$71,000
Total	$100,100

❖ **AMANDA Software**

AMANDA Software	Unit Cost	# Licenses	Fees
AMANDA5 Software Upgrade Scripts	$0	1	$0*
AMANDA Executive Monitor (Server)	$15,000	1	$15,000
AMANDA Executive Monitor (Named-User licenses)	$1,500	5	$7,500
AMANDA Batch Scheduler	$15,000	1	$15,000
Less: Credit of Milestone Monitor and TAT modules			($8,400)**
Software Costs			$29,100

* Covered as part of annual maintenance
** Refund for TAT and Milestone Monitor (40% of the module cost). Total Cost of TAT Module - $11,000 (Less 40% deduction - $4,400). Total Cost of Milestone Monitor - $10,000 (Less 40% deduction - $4,000)

❖ **Professional Services**

AMANDA Consulting Services	Fees
PROFESSIONAL SERVICES	$71,000
Project coordination	
Upgrade database to ensure AMANDA5 compliance	
Install AMANDA5 application in the county infrastructure	
Configuration of Two (2) Monitor(s) for Executive Monitor	
Configuration of Two (2) Batch Routine(s) for Batch Scheduler module	
User acceptance testing support	
AMANDA Admin Training	
AMANDA Train-the-Trainer training	
AMANDA Batch Scheduler	
AMANDA Executive Monitor	
Professional Services Costs	$71,000

❖ **Maintenance**

AMANDA Software	# Licenses	Maintenance Fee
AMANDA5 software*	1	0*
AMANDA Executive Monitor (Server)	1	$2,500
AMANDA Executive Monitor (Named-user licenses)	5	$1,500
AMANDA Batch Scheduler (Server)	1	$3,000
Maintenance Costs		$7,000

*Existing maintenance applies

▪ **Timetable**

The scope of services is expected to be completed within three (3) months from the project start date. CSDC will use all reasonable efforts to perform the services in accordance with the timeframe set out herein, however, dates are targets used for planning purposes and, depending on circumstances and Client cooperation may need to be adjusted. CSDC will require a minimum of four (4) weeks' notice to start the engagement.

- ## Payment Schedule

CSDC will provide the AMANDA software distribution package to the County on a mutually agreed upon date, after CSDC has received the approved purchase order. CSDC agrees to reasonably cooperate with the County in agreeing upon an installation schedule that is agreeable to both parties.

The payment schedule will be based on the below milestones:

#	Payment Milestone	Fees
1	Milestone 1 – Software delivery by CSDC and acceptance by County	$29,100
2	Milestone 2 – Completion of software installation at Snohomish County infrastructure. This includes DB upgrade for AMANDA 5.0, AMANDA Executive Monitor and AMANDA Batch Scheduler modules.	$14,200
3	Milestone 3 – Completion of development of two (2) monitors	$14,200
4	Milestone 4 – Completion of development of two (2) Batch routines	$14,200
5	Milestone 5 – Completion of training	$14,200
6	Milestone 6 – Completion of UAT and Snohomish County acceptance of work	$14,200
	Total	$100,100

- ## Payment Terms

The client must pay for invoices within <u>90 days</u> of receipt of a CSDC invoice & acceptance of milestone deliverables unless CSDC is notified of an issue within 5 business days of invoice receipt. Interest is charged at 1.5% per month on overdue accounts.

- ## Validity, Currency and Shipping
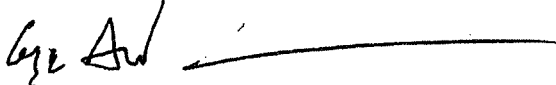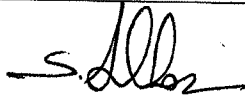
The above provided prices and quotation details are subject to change without notice prior to CSDC receiving a signed quotation. All quoted prices are in USD dollars and are valid for thirty (30) days from the date of this document. Applicable Taxes are extra.

- ## Assumptions

Please refer to <u>Appendix B</u> for details regarding project specific assumptions and <u>Appendix C</u> for Training agenda

- ## Quotation Approval

The Client understands and agrees with the above terms and conditions. Also, by sending a Purchase Order to CSDC, the Client would accept all terms and conditions outlined in this quotation.

(signature)	*(signature)*
Gage Andrews Director - Information Services Snohomish County Government Everett, WA	Sridhar Subramanian Senior Director, Strategic Accounts CSDC Systems, Inc.

Appendix A – Software Description

AMANDA Software

1. **AMANDA 5 Software Scripts** – Scripts that upgrade the current version of AMANDA 4.x to 5.x.

2. **AMANDA Executive Monitor** – AMANDA Executive Monitor is a browser-based module for controlling key performance indicators (KPI) defined for each manager. This is a reporting tool to web-enable existing and new management reports as KPI monitors. Monitors are used to track trends, alerts, summaries, warnings, ticklers and other reminders. Managers can drill down to get details from AMANDA folders.

3. **AMANDA Batch Scheduler** - The design of this API takes into account the batch transfer requirements to update external systems or update AMANDA tables with external data sources. The use of this module ensures that the AMANDA database is updated efficiently and without compromising the integrity of the AMANDA tables and relationships.

Appendix B – Assumptions

General

- The Client shall be responsible for procuring and installing the necessary hardware required for the AMANDA application.

- The upgrade to AMANDA 5 is necessary to utilize the Executive Monitor Module.

- CSDC has prepared these estimates of charges for services under the assumption that the County will dedicate appropriate staff and that they will be available for interviews, discussions, and meetings. Those business experts who have extensive knowledge of the County policies and procedures will participate actively in project activities.

- For the configuration of the Batch Scheduler and Executive Monitor(s), CSDC will work collaboratively with the County to configure this software to fit the County's environment.

- CSDC provides services, for the most part, on site at the County location. The onsite services include installation, analysis, testing and training. Configuration and project coordination services will be provided off site.

- CSDC is not responsible for providing any third party software (RDBMS, WEB software, Application Server, J2EE Server Software, Crystal Reports etc.) that is to be required to run any type of environment (Production, Development, Testing, Training, etc.) unless otherwise specified. It is the responsibility of the County to acquire the application software, Hardware etc.

- The Professional Services pricing does not include expenses. Actual, reasonable costs and expenses incurred by CSDC's consultant in performing services on-site at the County's offices in Everett, Washington, will be reimbursed by the County according to the terms and conditions contained in the County's Finance Policy Statement No. 1211, entitled "Travel Expenses;" provided, however, that in no event shall the County reimburse CSDC for expenses in an amount greater than Five Hundred Dollars ($500) per day.

Services

Installation

- CSDC will provide consulting services to install the AMANDA5 scripts, Executive Monitor and Batch Scheduler in the County infrastructure. This includes the installation of Database scripts.

Configuration

- Conversion of the existing merge documents and info-maker reports to AMANDA5 supported format is under the responsibility of the County. If CSDC's involvement is required, then a scope change needs to be negotiated.

- CSDC will configure two (2) Monitors for Executive Monitor.

- CSDC will configure two (2) Batch Routines(s) for Batch Scheduler Module.

Testing

- CSDC will perform all Unit and System Testing before delivering the AMANDA5 software, Executive Monitor, and Batch Scheduler modules.

- User Acceptance Testing is under the responsibility of the client. CSDC will provide support for the UAT.

- The Client will prepare and execute all necessary test plans, scripts and cases.

Training

- CSDC will provide training services on the new AMANDA5 administration and End-user. This training will be based on the train-the-trainer approach. It is the responsibility of the County to train the rest of the users in AMANDA5. The training is limited to a maximum of ten (10) staff members only.

- CSDC will provide training services on the Batch Scheduler module. Due to the administrative nature of this module, we anticipate AMANDA administrators to attend the training. The training is limited to a maximum of five (5) staff members only.

- CSDC will provide training services on the Executive Monitor module. This includes training on managing the Executive Monitor server and configuration of Monitors and Alerts.

- CSDC will provide an electronic copy of the training materials, where applicable, for the training sessions.

- The Client will provide training facilities (if needed) with proper network access to the Training Instance.

Go Live

- Go-live is under the responsibility of the County. If CSDC's assistance is required for the actual go-live, then a scope change needs to be negotiated. The services will be charged on a Time and Material basis.

Project Coordination

- Based on the acquired consulting services, CSDC will provide project coordination services as follows:
  - Provide a Project Coordinator as a primary point of contact.
  - Prepare and maintain project progress and status reports weekly on CSDC tasks.
  - Coordinate and schedule the activities of all CSDC participants in this project.
  - Work with the County's Project Manager in the resolution of project issues.

Appendix C – Training Agenda

CSDC will provide training services on the new AMANDA Version 5 for Administrators and End Users. Administration and End-user training will be based on the train-the-trainer approach. It is the responsibility of Snohomish County to train the rest of the users in AMANDA5. The training is limited to a maximum of ten (10) staff members to be determined by Snohomish County.

AMANDA 5 New Features/Functionality Administration

- Administration Training will be provided by CSDC and will include system installation and set-up, including an overview of AMANDA Version 5 (web browser or thin client), and AMANDA Interface training. CSDC will demonstrate to the County how to use the web browser version of AMANDA to query and retrieve data, edit and add data. Training will be conducted on-site for a period not to exceed two (2) days.

  - The New Features/Functionality Administration Training will be given to the technology team (6 members) and four (4) additional users from either the Information Services (IS) department and/or power users within the Planning and Development Services (PDS) department.
  - AMANDA 5 New Features/Functionality Administration curriculum will include training on the core Admin Tools component of the application that includes the ability to define user permissions/roles, each level of functionality and Admin support for features.
  - Snohomish County will provide CSDC with training questions at least one week (1 week) in advance of the actual training. CSDC will provide a reasonable response and determine with Snohomish County how best to facilitate input from questions in order to ensure a thoughtful and effective training session.

AMANDA 5 New Features/Functionality End User Training

- This training will provide Snohomish County with resources to increase end user competence in using the AMANDA Version 5 system on a day to day basis. The CSDC Trainer will be able to demonstrate the use of procedures and software for end users, including short cut keys and examples of newly developed user enhancements. Copies of applicable training documentation will be provided for the trainer to use in developing end user curriculum. Training will be conducted on-site for a period not to exceed one (1) day.

  - The end user training will be given to the technology team consisting of six (6) members and four additional users from either IS and/or power users within PDS.
  - The curriculum, at a minimum shall include how to generate a folder, create an output document, track items on a Task List, set up My Office Elements, complete fee generation for an applicable folder and understand workflow tied to a folder under the new AMANDA 5 application. Additional elements that help facilitate a strong understanding of the system will be incorporated into the training by CSDC.
  - The training documentation will be provided to Snohomish County in advance and a conference call between CSDC and Snohomish County will determine the agenda and length of sessions prior to the training.

AMANDA Batch Scheduler Training

- CSDC will provide fundamental knowledge and information on functionality and how to use this software module. CSDC will provide training on the use and functionality of Batch Scheduler for its AMANDA 5 web version application. CSDC will provide training by showing how to setup the Batch Scheduler routines listed below:

  - Routine 1

    i. After issuance, auto-print the Permit and auto-save it as a PDF on folder attachment (or instead of just printing – print to file, email to applicant, save as a PDF file)
       1. Batch scheduler always looks at jobs in the queue
       2. Can setup with the issue procedure

  - Routine 2

    ii. Setup the 120 day clock to be managed using a combination of folder Clock, Folder Info fields, and business rules triggered through procedures. The Batch Scheduler procedures should increment the clock daily to keep the clock moving forward when the clock is "On" and be used for reminder processes (to both staff and the customer) as deadlines are approaching.

  - Any scripts that are created for batch procedures will be provided to Snohomish County to use for future setups.

  - Training will be provided to up to ten (10) staff to be determined by the county.

  - Training will be conducted on-site for a period not to exceed one half (1/2) day and conducted the same day as Executive Monitor Training.

AMANDA Executive Monitor Training

- CSDC will provide fundamental knowledge and information on functionality and how to use this software application.

  - CSDC will provide training on the use and functionality of Executive Monitor and Alerts for its AMANDA 5 web version application.
  - CSDC will provide training by showing how to setup 2 Executive Monitors and Alerts listed below as well as show staff how to read them.

    i. Executive Monitor and Alert 1

       1. Create an Executive Monitor to alert managers and supervisors as projects are nearing the end of the clock with work still remaining to be done by the County. All starts and stops to the clock should be triggered through the normal folder workflow; there should be no additional processes inserted to explicitly stop/start the clock.

ii.   Executive Monitor and Alert 2

1. Create an Executive Monitor that shows number of permits in or issued by discipline that can be drilled down to show which permits and how many make up that discipline and then drill down further to see the detail of the permits in that category

2. Examples would be Commercial, Land Use, Residential
   a. Drilling Down on Residential would show # of RK, BP, MH, AB (etc.)
   b. Drilling down on RK would show details of the RK permit

- Prior to training, Snohomish County will identify two executive monitor and alert procedures related to business activities that CSDC can train and demonstrate with the County.

- Any scripts that are created for procedures will be provided to Snohomish County to use for future setups.

- Because the Executive Monitor has an admin component and an end user component, training shall be conducted in two separate sessions. The curriculum for the administrators will include defining the needs, how to setup, display and push out a monitor and alert. The curriculum for the end users will include how to display the dashboards, what they mean, and how to use them for more or less detail.

- Training will be conducted on-site in two sessions for up to ten (10) staff members in two separate sessions for a period not to exceed one half (1/2) day and conducted the same day as Batch Scheduler Training

ITEM	AMANDA 5 Acceptance Criteria DESCRIPTION	DOES	DOES NOT	NOTES
AMANDA 5 – New Features/Functionality (End User and Administration)				
	Product Delivery and Installation: • Confirm CSDC has provided the required software and professional services to upgrade AMANDA from 4.x to 5.x. • Confirm CSDC has upgraded the database for AMANDA 5 compliance • Confirm that CSDC installed AMANDA 5 in the County Infrastructure. • Confirm that the scripts ran upgrade the current database to AMANDA to 5.x.			
	All core admin tools as defined in the training are functional (this includes defining permissions/roles, each level of functionality, and Admin support features)			
	All version 5 system functionality in end user training is functions: • Short Cut Keys • Task Lists • Create an output document • Setup My Office Elements • Complete fee generation for a folder			
	Training documentation is complete and accurate.			

EXECUTIVE MONITOR

	Product Delivery and Installation: • Confirm CSDC has provided the required software and professional services to install AMANDA Batch Scheduler • Confirm that CSDC has installed AMANDA Batch Scheduler in the County Infrastructure.			
	Executive Monitor built that shows number or permits in or issued by discipline (e.g. Commercial, Residential, Land Use, Land Disturbing Activity, Right of Way). • Any discipline shown on the monitor can be clicked on to get more detail of the permits in that Category (e.g. Residential would show RK, BP, MH, AB) • Any folder in that category that the manager clicks on shows the details of the folders in that category.			
	Executive Monitor with alert built that notifies managers and supervisors as projects are nearing the end of the 120-day clock with work that is remaining to be done by the county (this is joint functionality with batch scheduler).			
	Automatically adds an alert/reminder comment to the client's or report information in AMANDA			
	Ability to reassign a case(s) to a different staff person (i.e. technical reviewer, inspector) at any time			
	Provide real time data to measure activities.			
	Create tasks automatically when thresholds are: • Approached • Met • Exceeded • Overdue			

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 7th 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 __7th__ 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 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: _____

Printed Name: *JAIME PESCHIERA*

Title _VP GOVERNMENT RELATIONS_

Date: _____9 MAY 2013_____

SNOHOMISH COUNTY

By: _____   **GARY HAAKENSON**
                                                   Executive Director *for*
~~Aaron Reardon~~ John Lovick

Snohomish County Executive
Date: _____8/8/13_____

RECOMMENDED FOR APPROVAL

By: _____

Director, Department of Information Services
Date: _____5/21/13_____

APPROVED AS TO FORM ONLY:

By: _____

Deputy Prosecuting Attorney
Date: _____4/22/13_____

APPROVED AS TO INSURANCE

By: _____

Risk Management
Date: _____7/2/13_____

COUNCIL USE ONLY	
Approved:	8·7·13
Docfile:	D-4

Amendment No. 6

Schedule A - CSDC Annual Maintenance Costs

CSDC

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	$3,839.50	$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	$3,839.50	$3,954.68	$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	$1,242.57
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	$63,304.26	$ 65,203.38	$67,159.49	$69,174.27	$71,249.50

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.

AMENDMENT 7 TO THE SOFTWARE LICENSE AGREEMENT

This Amendment 7 to the Software License Agreement for a Permit Tracking Software System, executed on April 20, 1994, and subsequently amended, is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County") and CSDC Inc. (formerly CSDC Systems Inc), a Delaware corporation located at 3500 Jefferson St, Suite 303, Austin, TX 78731, and duly registered and authorized to conduct business in Washington State ("CSDC" or the "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 20, 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 7, 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; (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, (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, and; (vi) pursuant to that certain Software License Agreement dated August 7, 2013, the County upgraded the software to AMANDA 6 and purchase maintenance and support to extend the life of the contract for AMANDA software. As modified by these modifications, amendments or additions, the Original Agreement shall be called the "Agreement";

D. On December 30, 2016, CSDC Systems Inc., an Ontario corporation with principal address at 1705 Tech Ave., Mississauga, ON L4W 5P4 and Tax ID 43-1843072 ("CSDC Ontario") assigned all of its rights, title, interest, and benefit in and to the Software License Agreement, as amended, to CSDC Inc., a Delaware corporation with principal address at 3500 Jefferson

Street, Suite 303, Austin, TX 78731 and Tax ID 32-0513897 ("CDSC DE"), pursuant to that certain Asset Purchase Agreement dated December 30, 2016, by and among CSDC Ontario, CSDC DE, and their related entities, and County consents to such assignment;

E. The County now desires that CSDC provide the Software License and Service Agreement upgrade to AMANDA 7, along with providing new modules as well as maintenance and support services for all modules covered under 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 the Contractor agree as follows:
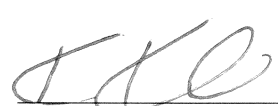
1. Section 2.14.41 of the Original Agreement allows the assignment of such agreement with County's consent, and County hereby acknowledges that it consents to the assignment of the Original Agreement by CSDC Systems Inc. to CSDC Inc.

2. All references to CSDC Systems Inc. shall hereinafter by changed to CSDC Inc. as CSDC Inc. is the contracting entity after the assignment described above, and all references to "Contractor" shall hereinafter be references to CSDC Inc.

3. Exhibit I, Statement of Work, attached hereto is added to the Original Agreement, and incorporated therein by this reference.

4. Schedule A of the Original Agreement is hereby amended to add Schedule A-7 attached hereto and incorporated herein by this reference.

5. Except as expressly amended in this Amendment 7, the terms and conditions of the Original Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 7 to be duly executed as of the date set forth below by signature of the County Executive.

"Contractor"   "County"
CSDC INC.   **SNOHOMISH COUNTY**

By: _____   By: _____
~~John Hanby~~ Brian Thomson   Snohomish County Executive
Title: ~~SVP Sales, CSDC~~ CFO   KEN KLEIN
Date: ___6/11/18___   Executive Director
                                                Date: ___7/12/18___
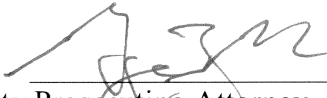
                                                ┌─────────────────────────┐
                                                │   COUNCIL USE ONLY   │
                                                │ Approved: 7-11-18   │
                                                │ Docfile: P-8   │
                                                └─────────────────────────┘

RECOMMENDED FOR APPROVAL

By: _____

Director, Department of Information
Technology

Date: _____ 6/15/2018 _____

APPROVED AS TO FORM ONLY:

By: _____

Deputy Prosecuting Attorney

Date: _____ 5/25/18 _____

Schedule A-7 - Costs Summary

Pricing Summary:

#	Description	Pricing
1	Software	$106,580.00
2	2018 Maintenance on Software Not To Exceed (For new modules, prorated based on number of months used)	$24,752.00
3	Training for 2018 Upgrade/New Modules	$28,500.00
4	Services Not To Exceed over 5 (five) years (2018-2023)	$78,000.00
5	Maintenance over 5 (five) years (2018-2023)	$467,090.16
	Grand Total	**$704,922.16**

Software Pricing (2018 Upgrade/New Modules):

Description	Unit Price	Quantity	Total	2018 Maintenance *
Enterprise Authenticator Adaptor	$5,500.00	1	$5,500.00	$1,045.00
AMANDA Collaboration – Server	$16,000.00	1	$16,000.00	$3,040.00
AMANDA Collaboration – Users	$1,056.00	10	$10,560.00	$2,006.00
AMANDA Inspector App – Server	$16,000.00	1	$16,000.00	$3,040.00
AMANDA Inspector App – Users	$1,450.67	30	$43,520.00	$8,269.00
EDMS Adapter	$15,000.00	1	$15,000.00	$2,850.00
AMANDA Analytics	$0.00	Unlimited	$0.00	$4,502.00
Software Total			**$106,580.00**	**$24,752.00 **

* Maintenance on new software is 19% of the Total Software cost of each module.
** Price shown is for 12 months' worth of maintenance on new software. Actual cost for 2018 shall be a prorated amount based on the number of months software is used from 30 days after acceptance through November 30, 2018.

Training Summary (2018 Upgrade/New Modules):

The following pricing assumes 1 (one) trip by the CSDC trainer in 2018.

#	Description	Total Pricing
1	AMANDA 7 End User Course 1 (one) day course, up to 10 (ten) attendees.	$7,500.00
2	AMANDA 7 Admin 2 (two) day course, up to 5 (five) attendees.	$7,500.00
3	AMANDA Analytics 2 (two) day course, up to 10 (ten) attendees.	$13,500.00
	Training Total	**$28,500.00**

5 (five) Year Services Pricing:

Description	4/01/2018 – 11/30/2019 Year 1	12/01/2019 – 11/30/2020 Year 2	12/01/2020 – 11/30/2021 Year 3	12/01/2021 – 11/30/2022 Year 4	12/01/2022 – 11/30/2023 Year 5
AMANDA Support Services	$0.00	$7,000.00	$7,000.00	$7,000.00	$7,000.00
AMANDA 7 Professional Services	$50.000.00	$0.00	$0.00	$0.00	$0.00
Services Total	**$50,000.00**	**$7,000.00**	**$7,000.00**	**$7,000.00**	**$7,000.00**
5 (five) Year Total	**$78,000.00**				

The above services table totals will be paid for the work accepted by the County as specified in Exhibit I AMANDA 7 Upgrade Statement of Work at a Time and Materials rate of $175.00 dollars per hour. CSDC will invoice the County monthly in arrears for actual hours worked. The above services table costs are listed as capped pricing that CSDC is not to exceed.

5 (five) Year Maintenance Pricing:

Description	12/01/2018 – 11/30/2019 Year 1	12/01/2019 – 11/30/2020 Year 2	12/01/2020 – 11/30/2021 Year 3	12/01/2021 – 11/30/2022 Year 4	12/01/2022 – 11/30/2023 Year 5
AMANDA Back Office - Unlimited User	$44,140.41	$45,464.63	$46,828.56	$48,233.42	$49,680.42
AMANDA Cashier	$4,237.48	$4,364.61	$4,495.54	$4,630.41	$4,769.32
Enhanced Inspection (Deficiency)	$2,448.17	$2,521.61	$2,597.26	$2,675.18	$2,755.43
GIS Adapter	$3,410.29	$3,512.60	$3,617.98	$3,726.51	$3,838.31
AMANDA Permit	$4,237.48	$4,364.61	$4,495.54	$4,630.41	$4,769.32
Batch Scheduler	$3,376.53	$3,477.82	$3,582.16	$3,689.62	$3,800.31
Annual Maintenance Fee - Source Code In-Trust	$1,376.01	$1,417.29	$1,459.81	$1,503.60	$1,548.71
Enterprise Authentication Adaptor	$1,045.00	$1,076.35	$1,108.64	$1,141.90	$1,176.16

AMANDA Collaboration – Server	$3,040.00	$3,131.20	$3,225.14	$3,321.89	$3,421.55
AMANDA Collaboration – Users	$2,006.40	$2,066.59	$2,128.59	$2,192.45	$2,258.22
AMANDA Inspector App – Server	$3,040.00	$3,131.20	$3,225.14	$3,321.89	$3,421.55
AMANDA Inspector App – Users	$8,268.80	$8,516.86	$8,772.37	$9,035.54	$9,306.61
EDMS Adapter	$2,850.00	$2,935.50	$3,023.57	$3,114.27	$3,207.70
AMANDA Analytics	$4,502.00	$4,637.06	$4,776.17	$4,919.46	$5,067.04
Maintenance Total	**$87,978.57**	**$90,617.93**	**$93,336.47**	**$96,136.55**	**$99,020.65**
5 (five) Year Total	**$467,090.16**				

Exhibit I

Included Modules:
Enterprise Authentication Adaptor (SSO)
EDMS Adapter
AMANDA Collaboration – Server
AMANDA Collaboration – Users
AMANDA Inspector App – Server
AMANDA Inspector App – Users
AMANDA Analytics (Replaces Ex Monitor)

Table of Contents

Introduction

Snohomish County (herein referred to as 'County') intends to upgrade to the most recent version of AMANDA (from AMANDA 6 to AMANDA 7) in 2018. Snohomish County would like to purchase additional modules available in AMANDA 7, get training for up to ten people, and extend the master contract from 1994 with maintenance for the next 5 Years. County anticipates needing some vendor support/consulting for the upgrade that is not part of annual maintenance.

1.0 Overview

This Statement of Work (SOW) outlines the software and implementation services included with the upgrade and purchase of new modules from CSDC Inc. Additionally, this document describes Snohomish County's responsibilities in providing a suitable environment and facilitating a successful implementation of the CSDC modules.

All installed Amanda upgrades pursuant to this Statement of Work will be maintained and supported in accordance with the terms and conditions of the Original Agreement dated April 20, 1994.

2.0 Functionality

This section details the functionality of each module included in the implementation. All functions and features are dependent upon required permitting data availability.

2.1 Enterprise Authentication Adapter

AMANDA currently supports Single Sign On as well as the manual Active Directory/LDAP Authentication using the Kerberos protocol. The AMANDA Application Server communicates with the Active Directory to validate and find the user based on the Kerberos token provided by Browser. This module does not have to be implemented prior to the AMANDA 7 upgrade.

2.2 Electronic Document Management System (EDMS) Adaptor

Snohomish County is in the contracting process with OpenText to implement an Electronic Content Management (ECM) system (known as the PRISM project). Part of the OpenText statement of work is integration with AMANDA. The EDMS Adaptor consists of an integrated adaptor developed by CSDC which operates as a gateway for the EDMS system developed by OpenText. The gateway provides integration for data transfers between AMANDA and the EDMS product from OpenText. The adapter will be a critical component needed for the success of the PRISM project.

2.3 AMANDA Collaboration (Server and Users) — AMANDA 7 ONLY

AMANDA Collaboration Portal is a web-based application used to access, review, and track collaboration processes. It is an independent portal that displays details from folders and processes existing in AMANDA back office.

2.4 AMANDA Inspector App (Server and Users)

The AMANDA Inspector App enables inspectors to access their scheduled inspection details from a tablet such as an iPad. It allows them to directly record essential information about the inspection, including process information, checklists, and deficiencies, right at the inspection site. Photos can be instantly attached and uploaded to AMANDA. Tablet features such as Voice Memos can be used to quickly input information. The Inspection App provides an efficient and organized method of immediately recording data and completing inspections on the go. AMANDA Browser is synchronized with the AMANDA Inspector App.

2.5 AMANDA Analytics — AMANDA 7 ONLY

AMANDA Analytics is a business intelligence (BI) application that allows for the reporting and analysis of information stored within relational databases.

3.0 Deliverables and Responsibilities

This section details the software and services included in system implementation.

3.1 Software and Installation

CSDC will provide the software and modules to County so that the County's Systems Administrator can install and configure in AMANDA Development, Test, and Production servers.

CSDC will use ftp (file transfer protocol) to provide the above modules to the County. The County's Systems Administrator and DoIT will install the modules locally with telephone and remote desktop support to the server using the existing CSDC Citrix account to assist in troubleshooting installation problems per the ongoing support and maintenance agreement.

3.2 Training

CSDC will provide five (5) days of training on-site as follows:

- Analytics (2 days) – up to ten (10) participants
- Administration (2 days) – up to five (5) participants
- End User Course (1 day) - - up to ten (10) participants

County and CSDC will agree upon a specific week (Mon-Fri) when CSDC will provide an onsite trainer to reduce travel expenses. CSDC will provide electronic materials to

County for use in the training and which may be replicated at County's discretion. County will secure a training room and print the training materials for the classes at its own expense.

3.3 Services

CSDC or an approved subcontractor will provide consulting and technical support on an as-needed basis if the County needs it for the AMANDA upgrade and implementation of new modules and new functionality. For example, it is anticipated that technical support for EDMS adapter to connect AMANDA to the County's new ECM. County will pay CSDC for these services on an hourly basis as set forth in the services pricing schedule. County shall not pay for routine trouble shooting and technical services normally provided by CSDC under the ongoing support and maintenance agreement.

4.0 Project Cost Summary:

Products

Description	Unit Price	Quantity	Total	2018 Maintenance
Enterprise Authentication Adaptor	$5,500	1	$5,500	$1,045
AMANDA Collaboration – Server	$16,000	1	$16,000	$3,040
AMANDA Collaboration – Users	$10,560	10	$10,560	$2,006
AMANDA Inspector App – Server	$16,000	1	$16,000	$3,040
AMANDA Inspector App – Users	$43,520	30	$43,520	$8,269
EDMS Adapter	$15,000	1	$15,000	$2,850
AMANDA Analytics	$0	Unlimited	$0	$4,502
Total			$106,580	$24,752*

* Price shown is for 12 months maintenance on new software. Actual cost shall be a prorated amount based on the number of months the software is used from thirty (30) days after "go live" implementation through November 30, 2018.

Services

Description	2018 + Year 1 Date of Contract - 11/30/19	Year 2 12/1/19- 11/30/20	Year 3 12/1/20- 11/30/21	Year 4 12/1/21- 11/30/22	Year 5 12/1/22- 11/30/23
AMANDA Support Services	$-	$7,000	$7,000	$7,000	$7,000
AMANDA 7 Professional Services	$50,000	$-	$-	$-	$-
Total	$50,000	$7,000	$7,000	$7,000	$7,000
5-YEAR TOTAL	$78,000 *				

*The above services totals will be provided on a Time and Material basis at an hourly rate of $175/Hour. CSDC will invoice County monthly in arrears for actual hours worked.

Training

#	Description	Total Pricing
1	AMANDA 7 End User Course (1 day course, up to 10 attendees)	$7,500
2	AMANDA 7 Admin (2 day course, up to 5 attendees)	$7,500
3	AMANDA Analytics (2 day course, up to 10 attendees)	$13,500

Training Total   **$28,500** *

*Pricing assumes 1 trip by the CSDC trainer to Snohomish County Campus.

Cost of the Products, Services, and Training $237,832

Washington State Sales Tax   **$ TBD**

Grand Total Cost $237,832 + Applicable Sales Tax

Payment Schedule

Payment for the new modules purchased as part of the AMANDA 7 upgrade shall be made as follows:

PRODUCTS

Software shall be paid for on a per module basis. The payment schedule for each module is as follows:
30% upon delivery to ftp site after requested by County;
20% upon satisfactory installation and once the module is configured, tested, and demonstrated to be properly working; and
50% at 45 days after completion of Performance Period (per section 2.14.37 of the Original Agreement).

SERVICES
100% Invoiced Monthly based on an hourly rate of $175/hour $ Hourly

TRAINING
25% Invoiced after Dates Set for Onsite Training $ 7,125.00
75% Invoiced after Onsite Training $21,375.00

MAINTENANCE

The upgrade project will begin immediately after signing of this amendment and implementation ("go live") with the new modules is anticipated to occur sometime in July or August 2018 as detailed in the Project Schedule below. "Go live" shall be defined to mean the date on which the software is made active in Snohomish County's production environment. Included in this Statement of Work related to Amendment 7 is the

purchase price of new modules being implemented as part of the upgrade to AMANDA 7. Maintenance for the new modules purchased is charged beginning thirty (30) days after the County goes live with the AMANDA 7 upgrade. Pricing noted above is for 12 months maintenance. Therefore, prorated maintenance on the new modules will be due for the time period between thirty (30) days after "go live" implementation through November 30, 2018. County will receive an offsetting credit for maintenance already paid under Amendment 6 that was no longer needed as of the "go live" implementation date. This includes Executive Monitor (Server) for which County paid $2,813.77 and Executive Monitor (5 named-user licenses) for which the County paid $1,686.26 for the twelve months ending November 30, 2018. The credit shall be a prorated amount for the number of months those modules were not used between December 1, 2017 and November 30, 2018.

The additional amounts owing for new module maintenance and the credit for maintenance paid on modules no longer used will bridge the gap between Amendment 6 and Amendment 7 due to the upgrade in the AMANDA Permit Tracking System occurring prior to the effective date of Amendment 7.

5.0 Project Schedule

Below is the anticipated schedule in 2018 for the upgrade to AMANDA 7:

Task Name	Start Date	End Date
Setup Infrastructure (Development)	January 30	February 3
Run Database Scripts	February 6	February 10
Running Test Scripts	February 12	February 28
Contract / Statement of Work	January 30	February 28
Configuration	February 13	April 15
User Testing	April 16	May 30
New Module Implementation (start dates will vary depending on module)	March 31	September 30
Setup Test	May 31	June 30
Setup Prod	May 31	June 30
Training	June 11	June 15
Go Live	July 1	August 31

CERTIFICATE OF INSURANCE   Date: June 14, 2018

The Insurer(s) hereby states that it has issued to the insured named herein a policy or policies of insurance providing the type of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage, limits, terms or conditions of the policy it certifies.

Certificate Holder:	Named Insured:
Snohomish County Planning & Development Services 3000 Rockefeller Ave., M/S 604, Everett, WA 98201	CSDC, Inc. and/or CSDC Systems Inc. 355 Blackstock Road, Raintree Office, Park III, Building C Spartanburg, SC 29301

COVERAGE PROVIDED ONLY FOR THE FOLLOWING SECTIONS: A B C D E F G H Q

SECTION	TYPE OF POLICY	INSURER & POLICY NO.	POLICY PERIOD M / D / Y	LIMITS OF LIABILITY	
A	Commercial General Liability	Sovereign General Insurance Company Policy No. INT79848136	06/06/18 - 06/06/19	Each Occurrence	$2,000,000
B	Products and Completed Operations				
C	Cross Liability - Severability of Interests Clause			Aggregate	$2,000,000
D	Blanket Contractual Liability				
E	Occurrence Bodily Injury & Property Damage			Tenant's Legal Liability	$2,000,000
F	Personal Injury				
G	Non-Owned and Hired Automobile Liability			Non-Owned and Hired Automobile Liability	$2,000,000
H	Owners and Contractors protective				
I	Property			Office Contents	
J	Certificate Holder Loss Payee			Building	
K	• All Risks, subject to exclusions			Equipment	
L	• Replacement Cost			Stock	
M	• Stated Amount of Co-insurance			Property of Others	
N	• Other:			Tenants Improvement	
O	Excess/Umbrella Liability (Professional Liability EXCLUDED)			Limits	
P	Professional Liability (Technology Errors & Omissions)			Limits	
Q	Snohomish County is an additional insured but only with respect to liability arising out of the operations/negligence of the Named Insured.				

APPROVED BY RISK MANAGEMENT 6/14/18

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the holder of this certificate, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

X cenakshi

Authorized Representative
THOMAS I. HULL INSURANCE LIMITED
220 Bay Street, Suite 600, Toronto, ON M5J 2W4

INTELLECT GENERAL LIABILITY - COVERAGE EXTENSION ENDORSEMENT

APPLICABLE TO THE INTELLECT COMMERCIAL GENERAL LIABILITY FORM

This endorsement changes the policy. Please read it carefully.

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of coverage.

SCHEDULE OF COVERAGE EXTENSIONS
1. Additional Insured - Broad Form Vendors
2. Additional Insured – by Contract, Agreement or Permit relating to:
   - Work performed by Insured
   - Premises owned, rented, leased or occupied
   - Equipment leased
3. Broadened Named Insured
4. Broadened Property Damage:
   - Borrowed Equipment
   - Customers' Goods
   - Use of Elevators
5. Non-Owned Watercraft
6. Product Recall Expense

1. **ADDITIONAL INSURED - BROAD FORM VENDORS**
   Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom the Insured agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "The Named Insured's Product" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
   - **(a)** **(1)** This provision 1. does not apply to:
     "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
     - **(2)** Any express warranty unauthorized by the Insured;
     - **(3)** Any physical or chemical change in the product made intentionally by the vendor;
     - **(4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
     - **(5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
     - **(6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
     - **(7)** Products which, after distribution or sale by the Insured, have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
     - **(8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
       - **(a)** The exceptions contained in Subparagraphs (4) or (6) ; or
       - **(b)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
     - **(9)** Any person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.
   - **(b)** This insurance does not apply to any insured person or organization, from whom the Insured has acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. **ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT**
   - **(a)** **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom the Insured agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Insured's acts or omissions or the acts or omissions of those acting on the Insured's behalf:
     - **(1)** In the performance of "The Named Insured's Work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
     - **(2)** In the maintenance, operation or use of equipment leased to the Insured by such person(s) or organization(s), or
     - **(3)** In connection with premises the Insured owns, rents, leases or occupies.
     This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.
   - **(b)** The insurance provided to the additional insured herein is limited. This insurance does not apply:
     - **(1)** Unless:
       - **(a)** The written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
       - **(b)** The contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
     - **(2)** To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;
     - **(3)** To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

    (4) To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for the Insured including:

        (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

        (b) Supervisory, inspection, architectural or engineering activities.

    (5) To any:

        (a) Lessor of equipment after the equipment lease expires; or

        (b) Owners or other interests from whom land has been leased; or

        (c) Managers or lessors of premises if:

            (1) The "occurrence" takes place after the Insured ceases to be a tenant in the premises; or

            (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

    (6) To "bodily injury, or "property damage" occurring after:

        (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

        (b) That portion of "The Named Insured's Work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

  (c) **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations Page of this policy, whichever is less, and fix the most we will pay regardless of the number of:

    (1) Insureds;

    (2) Claims made or "suits" brought; or

    (3) Persons or organizations making claims or bringing "suits".

  These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations Page.

3. BROADENED NAMED INSURED

Section II - Who Is An Insured is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which the Insured owns a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

4. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

  (a) The **Damage To Property** exclusion under **Section I** Coverage **A- Bodily Injury And Property Damage Liability** is amended as follows:

    (1) The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment the Insured borrows while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

    (2) The exclusions for:

        (a) Property loaned to the Insured;

        (b) Personal property in the care, custody or control of the insured; and

        (c) That particular part of any property that must be restored, repaired or replaced because "The Named Insured's Work" was incorrectly performed on it;

    do not apply to "property damage" to "customers' goods" while on the Insured's premises nor do they apply to "property damage" arising from the use of elevators at premises the Insured owns, rents, leases or occupies.

    Subject to the Each Occurrence Limit, the most the Insurer will pay for "property damage" to "Customers' Goods" is $25,000 per "occurrence".

  (b) Under **Section V – Definitions,** the following definition is added:

    "Customers' Goods" means goods of the Insured's customer on the Insured's premises for the purpose of being:

    (1) Repaired; or

    (2) Used in the Insured's manufacturing process.

  (c) The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the Insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the INTELLECT COMMERCIAL GENERAL LIABILITY CONDITIONS.

5. NON-OWNED WATERCRAFT

  (a) **Section II - Who Is An Insured** is amended to include as an insured for any watercraft that is covered by this policy, any person who, with the Insureds expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

    (1) "Bodily injury" to a co-"employee" of the person operating the watercraft; or

    (2) "Property damage" to property owned by, rented to, in the charge of or occupied by the Insured or the employer of any person who is an insured under this provision.

  (b) In the exception to the **Watercraft** exclusion under **Coverage A- Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 16 metres.

6. PRODUCT RECALL EXPENSE

The Insurer will reimburse the Insured, for those "expenses" that the Insured shall incur, during the policy period, because of the withdrawal, recall, inspection, repair, replacement, adjustment or disposal of the Insured's products caused by a "covered incident".

Exclusions

This policy does not apply to:
(1) "Expenses" incurred for the withdrawal of products by reason of:
    (i)   **(a)**   Their being kindred products of the Insured, or
          (b)   Their being of the same trade or brand name but different batches than that which has been determined to possibly or likely become a cause of loss under this policy if the Insured's products are identifiable by batch; or;
    (ii)   Loss of customer faith, or approbation or any costs incurred to regain customer approval or other consequential loss; or
    (iii)   Prior knowledge of the Insured at the inception of this policy of any pre-existing condition of the products possibly or likely to become a cause of loss under this policy; or
    (iv)   Failure of the products to accomplish their intended purpose;
    (v)   Costs or "expenses" incurred by any person or organization other than an "Insured";
    (vi)   Loss of use of any property arising from a withdrawal or recall;
    (vii)   Their contamination caused by an act of war or nuclear radiation;
    (viii) Their having exceeded the designated shelf life;
    (ix)   Continued use of materials that have been banned or declared unsafe by any authorized governmental entity;
    (x)   Any legal expenses or fees;
    (xi)   A natural condition of the product causing it to deteriorate, decompose or its chemical structure to transform or otherwise become damaged.
(2) This policy does not apply to the costs:
    (i)   To the Insured or its products;
    (ii)   For the redistribution or replacement of the withdrawn products by like products or substitutions therefore.

Special Condition

The Insured shall give immediate written notice to the Insurer upon discovery or notification that any product must be withdrawn, shall cease and desist from further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from such defects as would be cause of loss under this policy. Within sixty days after loss unless such time is extended in writing by the Insurer, the Insured shall render to the Insurer a proof of loss, signed and sworn to by the Insured, stating the knowledge of the Insured as to the time and cause of loss and actual "expenses" incurred as defined. Such expenditures shall be substantiated by submission with the proof of loss of all bills, invoices and other vouchers.

Limits of Insurance

Regardless of the number of:
(i)   Insureds under the policy;
(ii)   Persons or organizations who sustain "expenses"; or
(iii)   Types, classes or models of products simultaneously recalled;
the total liability of the Insurer for "expenses" to which this coverage applies shall be $25,000 per "covered incident" subject to an Aggregate Limit of $50,000. The Aggregate Limit is the most the insurer will pay for all "covered incidents" arising out of any one period of twelve months terminating on an anniversary of the inception date of the policy unless the policy is extended for an additional period of less than twelve months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

Deductible

The Insurer's liability shall apply only to amounts in excess of the deductible amount, shown in the Declarations Page, for this coverage, which amount shall be borne by the Insured.

Definitions

When used in this endorsement:
"Covered incident" means the ascertainment that the use or consumption of the Insured's products has resulted or may result in bodily injury, sickness, disease or death of any person or physical injury to or destruction of tangible property which results in the necessity of recovering possession or control of the Insured's products from any distributor, purchaser or user or the destruction of such products, but only because of:
(a)   The accidental omission of a substance in the manufacture of the Insured's products, or
(b)   The accidental introduction or substitution of a deleterious substance in the manufacture of the Insured's products, or
(c)   Error in the manufacture, design, blending, mixing, compounding or labelling of the Insured's products.

"Expenses" means the reasonable and necessary costs incurred:
(a)   For communications, including radio and television announcements, printed advertisements, telephone and other communications, or
(b)   For the costs of shipping the Insured's products to the place or places designated by the Insured, or
(c)   For hiring additional persons, or
(d)   For overtime pay for regular employees, or
(e)   By employees, including transportation or accommodation, or
(f)   For renting or hiring additional warehouse or storage space,
(g)   For disposal of the recalled product and packaging materials that cannot be reused,
but only when such costs are incurred exclusively for the purpose or recalling the Insured's products.

Except as otherwise provided in this endorsement all terms, provisions and conditions of the Policy shall have full force and effect.

AMENDMENT 8 TO THE SOFTWARE LICENSE AGREEMENT

This Amendment 8 to the Software License Agreement for a Permit Tracking Software System, executed on April 20, 1994, and subsequently amended, is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Granicus, LLC, a Minnesota Limited Liability Company located at 408 St. Peter Street, Suite 600, Staint Paul, MN 55102, and duly registered and authorized to conduct business in Washington State ("Granicus" or the "Contractor").

RECITALS

A. Granicus is the 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; and

B. The County originally purchased AMANDA Software pursuant to that certain Agreement dated April 20, 1994 (the "Original Agreement"),; and

C. Between the date of the Original Agreement and the date of this Amendment 8, many amendments have modified and/or enhanced 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 added certain enhancements to the County's installation of AMANDA Software; (iii) pursuant to that certain Master Agreement for the Purchase of AMANDA Software Modules and Related Services, dated August 13, 2007, the County purchased 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 December 21, 2009, the County purchased a license to use the GIS Adaptor Software and related services for the County's AMANDA Software; (v) pursuant to that Software License and Services Agreement for Upgrade to AMANDA 5 dated September 27, 2012, the County added enhancements to the County's installation of AMANDA Software and upgrade its software license for the AMANDA Software to AMANDA 5; (vi) pursuant to that certain Amendment 6 to the Software License Agreement dated August 7, 2013, the County upgraded the software to AMANDA 6 and purchased maintenance and support to extend the life of the contract for AMANDA software, and; (vii) pursuant to that certain Amendment 7 to the Software License Agreement dated July 12, 2018, the County purchased certain additional modules and upgraded its software license for the AMANDA Software to AMANDA 7. As modified by these modifications, amendments or additions, the Original Agreement shall be called the "Agreement"; and

D. The County now desires that Granicus continue to provide maintenance and support services for all modules covered under the Software License Agreement, with the exception of the Collaboration Portal, which shall be removed from the Agreement; and

E. Periodically, the County requires professional services for specific customizations which are outside the scope of normal maintenance and routine software upgrades, and specific customized training, which Granicus has agreed to provide.
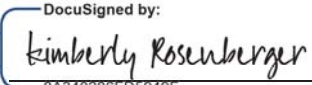
AGREEMENT

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. Schedule A of the Original Agreement is hereby amended to add Schedule A-8 attached hereto and incorporated herein by this reference.

2. Except as expressly amended in this Amendment 8, the terms and conditions of the Original Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 8 to be duly executed as of the date set forth below by signature of the County Executive.

"Contractor"   "County"
GRANICUS, LLC   **SNOHOMISH COUNTY**

By: _kimberly Rosenberger_   By: _Klein, Kenneth_ Digitally signed by Klein, Kenneth
                                                                    Date: 2023.07.25 09:57:46 -07'00'
Title: Contracts Manager   Snohomish County Executive   Ken Klein
Date: 6/12/2023   Date: Executive Director

COUNCIL USE ONLY	
Approved	7/19/2023
ECAF #	2023-0604
MOT/ORD	Motion 23-262

Schedule A-8

Costs Summary

Table 1: Professional Services and Training Services Fee Table

Item	Item Description	Cost
Ad Hoc Professional Services	Invoiced Monthly after Services are Rendered	$175.00 per hour Total Not to Exceed $50,000.00 through 11/30/2028
Training Services by Pre-Approved Work Order*	Invoiced Monthly after Services are Rendered	Total Work Orders Not to Exceed $25,000.00 through 11/30/2028

*In the event Training Services are needed, County shall provide a written work order request for training services to Contractor, who shall provide an estimate of hours needed and the cost to accomplish the additional work. Upon receipt of County purchase order, Contractor shall be authorized to provide additional work as agreed.

Maintenance and Support Annual Fees

Maintenance and Support fees for the five-year term from 12/1/2023 through 11/30/2028 shall be invoiced in the amounts stated on Order Form number Q-280438, attached hereto as Attachment 8-1.

GRANICUS

408 St. Peter St, Suite 600
St. Paul, MN 55102

THIS IS NOT AN INVOICE

Attachment 8-1

Order Form
Prepared for
Snohomish County WA

Granicus Proposal for Snohomish County WA

ORDER DETAILS

Prepared By:	Marilyn Fletcher
Phone:	
Email:	marilyn.fletcher@granicus.com
Order #:	Q-280438
Prepared On:	18 May 2023
Expires On:	30 Nov 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	12/01/2023 - 11/30/2024

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees	Period of Performance: December 1, 2023 through November 30, 2024		
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
AMANDA Batch Scheduler Module Maintenance	Annual	1 Each	$3,990.32
AMANDA Cashier Module Maintenance	Annual	1 Each	$5,007.80
AMANDA Concurrent User License Maintenance	Annual	1 Each	$52,164.45
AMANDA EDMS Adaptor Maintenance	Annual	1 Each	$3,368.10
AMANDA Enhanced Inspection Deficiency Module Maintenance	Annual	1 Each	$2,893.21
AMANDA Enterprise Authentication Adaptor Maintenance	Annual	1 Each	$1,234.97
AMANDA GIS Adaptor Maintenance	Annual	1 Each	$4,030.24
AMANDA Inspector App - Named License Maintenance	Annual	1 Each	$9,771.94
AMANDA Inspector App - Server Maintenance	Annual	1 Each	$3,592.63
AMANDA Permit Module Maintenance	Annual	1 Each	$5,007.80
AMANDA Trust Account Module Maintenance	Annual	1 Each	$1,626.10
AMANDA Analytics Module Subscription	Annual	1 Each	$5,320.39
		SUBTOTAL:	**$98,007.95**

Order #: Q-280438
Prepared: 18 May 2023

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	01 Dec 2024 - 30 Nov 2025	01 Dec 2025 - 30 Nov 2026	01 Dec 2026 - 30 Nov 2027	01 Dec 2027 - 30 Nov 2028
AMANDA Batch Scheduler Module Maintenance	$4,189.84	$4,399.33	$4,619.29	$4,850.26
AMANDA Cashier Module Maintenance	$5,258.19	$5,521.10	$5,797.15	$6,087.01
AMANDA Concurrent User License Maintenance	$54,772.67	$57,511.31	$60,386.87	$63,406.22
AMANDA EDMS Adaptor Maintenance	$3,536.51	$3,713.33	$3,899.00	$4,093.95
AMANDA Enhanced Inspection Deficiency Module Maintenance	$3,037.87	$3,189.76	$3,349.25	$3,516.71
AMANDA Enterprise Authentication Adaptor Maintenance	$1,296.72	$1,361.55	$1,429.63	$1,501.11
AMANDA GIS Adaptor Maintenance	$4,231.75	$4,443.34	$4,665.51	$4,898.78
AMANDA Inspector App - Named License Maintenance	$10,260.54	$10,773.56	$11,312.24	$11,877.85
AMANDA Inspector App - Server Maintenance	$3,772.26	$3,960.87	$4,158.92	$4,366.86
AMANDA Permit Module Maintenance	$5,258.19	$5,521.10	$5,797.15	$6,087.01
AMANDA Trust Account Module Maintenance	$1,707.41	$1,792.78	$1,882.41	$1,976.53
AMANDA Analytics Module Subscription	$5,586.41	$5,865.73	$6,159.02	$6,466.97
SUBTOTAL:	$102,908.36	$108,053.76	$113,456.44	$119,129.26

PRODUCT DESCRIPTIONS

Solution	Description
AMANDA Batch Scheduler Module Maintenance	Scheduler to execute batch jobs including business logic and reports.
AMANDA Cashier Module Maintenance	Point of Sale functionality within Amanda
AMANDA Concurrent User License Maintenance	User license for accessing Amanda Platform.
AMANDA EDMS Adaptor Maintenance	Adaptor to integrate with external document management system
AMANDA Enhanced Inspection Deficiency Module Maintenance	Manage Code Books that govern inspections
AMANDA Enterprise Authentication Adaptor Maintenance	Single Sign-On features for backoffice users
AMANDA GIS Adaptor Maintenance	Adaptor to integrate with external GIS viewer.
AMANDA Inspector App - Named License Maintenance	Mobile App for Inspectors to complete inspections onsite.
AMANDA Inspector App - Server Maintenance	Mobile App for Inspectors to complete inspections onsite.

Solution	Description
AMANDA Permit Module Maintenance	Case Management capabilities for Permitting cases.
AMANDA Trust Account Module Maintenance	Ability to manage Trust Acccounts / Escrow funds to be used against Cases.
AMANDA Analytics Module Subscription	Analytics dashboard for Yellowfin reports.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at s://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.

- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-280438 dated 18 May 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Snohomish County WA to provide applicable exemption certificate(s).

- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
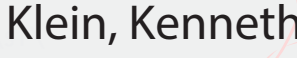
BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[ ] - No [ ] - Yes
Billing Address:		PO Number: *If PO required*	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-280438 dated 18 May 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Snohomish County WA	
Signature:	**Klein, Kenneth** Digitally signed by Klein, Kenneth Date: 2023.07.25 09:58:15 -07'00'
Name:	Ken Klein
Title:	Executive Director
Date:	